

TIRUCHIRAPPALLI-620 015, TAMIL NADU

Dated: 28.06.19

Phone: 0431- 250 4136 Email: hac@nitt.edu Website: www.nitt.edu

e-Procurement Notice

Ref: NITTH/HAC/TenderHKO/2019-20/001

Online tenders are hereby invited in two cover system from INDIAN NATIONALS for Providing Housekeeping & Other Services on Outsourced Job Contract basis to NITT Hostels.

Bidders can download complete set of bidding documents from e- procurement Platform http://eprocure.gov.in/eprocure/app from **04.07.2019(05.00PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through http://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement is: 29.07.2019(03.00PM) (Server time).

Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	04.07.2019(05.00PM)
Bid Document Download Start Date	04.07.2019(05.00PM)
Clarification Start Date	04.07.2019(05.00PM)
Clarification End Date	15.07.2019(11.00AM)
Pre bid meeting	15.07.2019(11.00AM)
Venue of Pre-bid Meeting	Hostel Office,NITT
Bid Submission Start Date	16.07.2019(04.00PM)
Bid Submission End Date	29.07.2019(03.00PM)
Bid Opening Date(Technical)	30.07.2019(03.00PM)
Bid Opening Date(Price)	Will be announced after technical evaluation

Note: *Bidder should submit the <u>Tender Fees and EMD</u> as specified in the tender in the form of <u>Demand Draft should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. <u>Scanned copy</u> of the Demand Draft should be uploaded as part of the offer.</u>



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TENDER DOCUMENT

Tender Notification No: NITTH/HAC/TenderHKO/2019-20/001 Date: 28.06.19

NOTICE INVITING TENDER FROM INDIAN NATIONALS FOR PROVIDING HOUSEKEEPING AND OTHER SERVICES ON OUTSOURCED BASIS TO THE NITT HOSTELS

Name of Work/ Service	Providing Housekeeping & Other Services on Outsourced Job Contract basis to NITT Hostels.	
Brief Scope of Works	Rendering Housekeeping & Other Services on Outsourced Job Contract basis to NITT Hostels.	
Tender Document	Tender document can be downloaded from the NITT website www.nitt.edu from 04.07.2019	
Tender Processing Cost (incl. GST; Nonrefundable)	Bidders should pay non-refundable Tender Processing Cost of Rs.1,180/- (Rupees One thousand One hundred and eighty only) incl. Taxes.	
EMD Amount (Refundable to unsuccessful Bidders)	INR 2,50,000/- (Rupees Two lakhs fifty thousand only)	
Pre Bid Meeting Date & Time	15.07.2019 at 11.00AM (Venue: Hostel Office, NITT, Tiruchirappalli-15)	
Last Date and Time for submission of E-Tender	29.07.2019 up to 03.00 PM	
Date and Time of Opening of E-Technical Bid	30.07.2019 at 03.00 PM (Venue: Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015)	
Date of Opening of Financial Bid [E-Price Bid]	Will be informed later	
Bid Validity	90 days from the date of opening.	
Mode of Submission of E- Tender	E-Tender portal (CPP Portal) https://eprocure.gov.in/eprocure/app	



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Application Format for Pre Bid Qualification, Technical Bid and Price Bid are given at **Annexure - I** (A), I (B) and II respectively.



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SECTION A: OVER VIEW

National Institute of Technology, Tiruchirappalli (herein after referred to as NITT) is an Educational Institution of National Importance functioning under the control of Ministry of Human Resources Development (MHRD), Government of India. At present, about 5300 students pursuing engineering and allied courses are accommodated in 28 Hostels situated within NITT campus.

Management and Administration of the NITT Hostels is vested with **Hostel Administration Committee** (herein after referred to as HAC/NITTH) headed by the Chief Warden. Chief Warden, Head of HAC (CLIENT), invites tenders from professional, competent and experienced Housekeeping & Other Services Contractors for providing various Housekeeping & Other Services in Hostel Areas, on Outsourced Job Contract basis.

SECTION B: SCOPE OF WORK AND PRE BID MEETING

The essence of the contract is provision of various Housekeeping & Other Services in Hostel Areas to about 5300 hostel students of NITT, on "all-inclusive Outsourced Turnkey/Job contract basis" at agreed Fixed Rate as per details of Housekeeping & Other Services (Bill of Quantities—Annx II) for one year, extendable to another year, at same rate, terms & conditions and at the sole discretion of the Chief Warden/HAC. The Contractors should be in a position to maintain high level of standard.

Scope of work inter alia includes General Housekeeping & Other Services, both Regular and Special Works as specified below, in Hostel areas-Hostels, Hostel Office, Messes and their immediate surroundings within NITT campus excluding the areas/shop area etc maintainable by Estate Maintenance Dept. (EMD). Rates are All-Inclusive with Contractors' Materials, Equipments/Tools, Vehicle/Fuel, Manpower etc.

- 1. Regular Works in Hostel Areas: All Inclusive Rate Per Month for Total Tender Period will be Quoted (Incl. Taxes/Duties/Levies of State-Central Govt.-Local Bodies/Materials, Equipment/Tools/ Vehicle/Fuel, Men-power etc;
- a. Cleaning, Scrubbing, Washing, Mopping appropriately, all Water Closets, Wash basins, Bathrooms, Urinals, WC/Lavatories, Dustbins, Mirrors, Floors, Verandah, Doors, Walls of all Hostel area Toilets with brushes, pressure pipes, detergents, bleaching powder, acids, desinfectants etc., Twice a day on Daily basis all days incl. Sundays/Holidays (deep Cleaning & Scrubbing Weekly once); Weekly removal of Cobwebs; Weekly placing of minm 03 Naphthalene balls in each Urinal & Wash basin and Monthly placing of Odonil in Toilets
- b. Collection, Segregation (bio-degradable & non-bio-degradable wastes at source), Loading, Transportation of Garbage, loose materials, papers, plastics, weeds/herbs/shrubs//trees, cow dung, carcasses etc., on Daily basis from Hostel Areas in suitable Capacity Van/Tractor (covered with

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suitable net to avoid spilling during transport) and Unloading & Disposal at specified Pits identified by NITT for bio-degradable wastes and outside the campus for non-bio-gradable wastes.

- c. Sweeping, Mopping etc all Floors of 02 Girl's Hostels and Hostel Office Once a day on Daily basis all days incl. Sundays/Holidays.
- d. Gardening & its Maintenance in Opal Hostel and Mega Mess 1& 2 and watering of trees in the Hostel Zone.
- e. Up-keep of Hostel Areas incl. roads, berms, pavements, drains, surroundings including sectioning undulated grounds etc., clearing weeds/herbs/shrubs/trees/ grass/vegetation, unwanted things etc. incl. walls, terraces of buildings on daily basis covering specified area every day, in a such a way that the entire hostel zone is cleaned once in a week.

2. Special Works in Hostel Areas: All Inclusive Rate Per Time for Total Tender Period will be Quoted (Incl. Taxes/Duties/Levies of State-Central Govt.-Local Bodies/Materials, Equipment/Tools/ Vehicle/Fuel, Men-power etc;

- a. De-Silting the drains in Hostel Areas by sectioning accumulated earth, disposing off removed earth, levelling the berms as protection to the road edges or to the identified places. Attending without delay, Blockage Complaints in all Water Drain Systems both inside & outside buildings on Requirement basis.
- b. Removal of Carcasses in Hostel Areas & their Disposal/Burial <u>as and when required</u> as per regulations.
- c. Complete Removal of accumulated Effluents from Septic tanks in Hostel Areas on Requirement basis. This includes removing, refixing septic tank cover slabs in same position, disposal of effluents at appropriate places.
- d. Spraying/Fumigation, Anti-FlieS, Ant-Insects & Anti termite with appropriate & Safe Chemical treatment (against mosquito, cockroach, ticks, insects etc) during sunset or early morning in Hostel areas incl. inside & outside of Buildings, Water Stagnant, Bushy, Manhole chambers, Gully trap areas, Monthly Once during extended rainy season (July to December) and on Requirement basis for other periods,. Competent & Experienced person should be deployed for this purpose.
- e. Post-Storm up-keep of Hostel Areas incl. roads, berms, pavements, drains, Hostel areas-buildings and surroundings, clearing weeds/herbs/shrubs/fallen trees-branches/grass/vegetation, unwanted things etc on Requirement basis.
- f. Removal of Honey-bee Hives/Kadhandu/such insects of any size/magnitude completely, from any level/height of the building in Hostel Areas without any disturbance to occupants of the buildings and with Safe working/technology on Requirement basis.
- g. Conveyance of Earth, Sand, Gravel, Rough Stone, Broken Stone, Brick bats (debris) etc in Hostel Areas on Requirement basis.
- h. Deployment of Additional part time manpower in Hostel Areas as & when required by CLIENT.

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i. Additional Services in Hostel Areas, as & when required, as per recommendations of Medical/Health Officers.

Log books need to be maintained for all the works. Monthly Feedback Certificates by concerned Hostel Students & Committee will form basis for Payments. Bill should be prepared and submitted by the Contractor to Hostel Office as per procedure given in Tender. Only Lady workers will be allowed in Girls Hostels. All Adequate Safety Measures should be evolved and implemented scrupulously.

PRE-BID MEETING: With an idea to ascertain the views of prospective bidders on the tender, it has been decided by Chief Warden/HAC to conduct a Pre-Bid Meeting on 15.07.19 at 11 a.m. (Venue: Hostel Office, NIT, Tiruchirappalli-15). Purpose is to clarify requirements and queries of prospective bidders on tender matters. No extension of time will be given for submission of tender on any account. Any modifications becoming necessary due to Pre bid conference shall be made known to all bidders through NITT Web-notification.

PRE-VISIT: The bidders are requested to visit the site, to ascertain the volume of work involved and the area to be covered.

SECTION C: BASIC ELIGIBILITY CONDITIONS FOR SUBMITTING BIDS

- 1. **Valid Legal Entity:** Bidders shall necessarily be a legal entity in the form of Limited Company registered under Companies Act, 1956 or Registered Proprietorship, Partnership, JV/Consortium Firm etc registered relevantly for running Housekeeping, Manpower & Other Services.
- 2. **Registration:** Bidders should also be registered under Labour Laws and with all Income Tax Department, Employees Provident Fund Organization, Employees State Insurance Corporation etc.
- 3. The bidder should have experience in having successfully run the Housekeeping & Other services during the **last three years ending 31 December 2018** (Proof to be attached).
- 4. During the last three years the bidder should have undertaken
 - a. Three similar works (atleast one of them should be for Central/State Government/Central/State Autonomous Bodies/Public Sector Undertaking) each costing not less than Rs.50 Lakhs.

 (OR)
 - b. Two similar works (atleast one of them should be for Central/State Government/Central/State Autonomous Bodies/Public Sector Undertaking) each costing not less than Rs.63 Lakhs.

 (OR)
 - c. One similar work (atleast one of them should be for Central/State Government/Central/State Autonomous Bodies/Public Sector Undertaking) each costing not less than Rs.100 Lakhs.

Work Orders for Housekeeping & Other Services should be attached.

Note: Similar nature of work means (A) Running of Housekeeping & Other Services successfully in renowned Educational Institutions such as IITs, NITs, IIMs, AIIMS, Central / State / Universities or any Academic Institution functioning under Ministry of Human Resources Development (B) Successful Running of Housekeeping & Other Services in Deemed Universities/Renowned Private Educational Institutions/large organizations incl.

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State/Central/ Private Sector. Details of current and previous works to be provided in the given format (Refer **Annexure-1** (**B**).

- 5. <u>Average Annual Turnover</u>: Bidders average financial annual turnover during last three financial years i.e. 2015-16, 2016-17 and 2017-18, duly audited by Chartered Accountant, should not be less than INR 100 lakhs (Rupees One Hundred lakhs only). Year in which no turnover is shown would also be considered for working out the average. Copy of the Audited financial statements should be attached.
- 6. **Performance Certification**: Bidders' performance for each work completed in the last three years and work in hand should be certified by the responsible official from the concerned organization. The certificate (s) as per **Annexure I** (**F**) should be enclosed with Technical bid. HAC/NITTH would also visit their past and present service places.
- 7. Bidders should have a valid License/Registration for running Housekeeping & Other Services.

SECTION D: PROCEDURE FOR SUBMISSION OF E-TENDER GENERAL INSTRUCTIONS TO THE BIDDERS

Bidders must carefully follow the instructions and submit the bids.

- 1. Bidder may go through the tender published in the NITT website (<u>www.nitt.edu</u>) and download the required Tender documents with annexures for the tender he/she is interested. Tender Processing Cost of Rs.1,180/- (Rupees One thousand One hundred and eighty only incl. Taxes) is to be remitted as Demand Draft (Original to be sent to Tender Inviting Authority before the due date and the scanned copy to be uploaded in the CPP portal alongwith the E-tender documents).
- 2. If there are any pre-bid queries, they may be raised in Pre-Bid Meeting on **15.07.2019 at 11.00AM** or E-Mail or through contact details. Queries after the pre-bid meeting will not be entertained.
- 3. After downloading the tender document with Annexure/Appendices, Bidder should go through them carefully, fill up in the Prescribed Formats and submit details & documents completely as asked. Otherwise bid will be rejected. Bidders are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application. Conditional tenders, late tenders, tenders containing prima-facie absurd rates, tenders which are incomplete or otherwise considered defective, tenders not in accordance with the tender conditions and the tenders not in original ARE LIABLE TO BE REJECTED. Unwanted and irrelevant details need not be furnished.
- 4. Bidders shall not make any changes in the Applications of Technical and Price Bid.
- 5. It is construed that the bidder has read all the terms and conditions before submitting their offer. An undertaking as given in the <u>Annexure I (D)</u> to the effect of stating that the terms and conditions of the tender have been read and abided by the tenderer shall be furnished. <u>Annexure–I (C)</u> may be referred for the check list of documents to be submitted.
- 6. Bidder should take into account Corrigendum/Addendum published from time to time before submitting the bid.

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7. All correspondence and documents relating to the tender shall be written in English. Each page of the Tender Documents must be stamped and signed by the person.

- 8. No paper/ page shall be detached from the tender document. No addition or alteration should be made in the tender document.
- 9. Bids should be submitted in legible handwriting/printing/typing without any ambiguity in <u>Annexure-II</u> and <u>Annexure-II</u> of the tender document. If any correction is necessary, same should be made after scoring out the old entry. All the corrections should be attested with full signature of the tenderer.
- 10. The bidders are cautioned that furnishing of incomplete/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.
- 11. The tender should be submitted in CPP Portal. The original Demand Draft for the Tender Fees and the Performance Security Deposit to be sent to the Tender Inviting Authority before the due date. The scanned copy of the Demand Draft for the Tender Fees and the Performance Security Deposit to be uploaded in the CPP Portal. Non-submission / Non-recepit of original Demand Drafts to / by the Tender Inviting Authority, the respective bidder's E-Tender will be disqualified.
- 12. HAC/NITTH will not accept any responsibility or grant any relaxation of time for any Postal delays in submission of tender.
- 13. Bidders shall bear all costs incurred by them in bid preparation and submission. All activities in connection with the preparation of bid will be the sole responsibility of the bidder.
- 14. Bidder or his authorized representatives may personally visit Hostel Areas where the works are to be carried out at his own cost and examine & collect all information that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the HAC/NITTH.
- 15. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and scope of works prescribed herein and expected from the Contractor.
- 16. Contractor will be responsible and liable for implementation of all statutory provisions with regards to his/her works incl. Safety, Labour, Municipal regulations/laws etc. This also includes Payment of Minimum Wages, PF, ESI, Bonus etc. as applicable under the Labour Laws to their deployed personnel. He/she should maintain all statutory registers for production to HAC/NITTH or any other authority as required. Contractor will have a License under the Contract Labour (R&A) Act. 1970.
- 17. For any queries regarding tendering process, Bidders are requested to contact Hostel Office by phone: 0431-2504136 or by e-mail (hac@nitt.edu).



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Instructions for Online Bid Submission

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

- 1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
- 3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / SmartCard, should be registered.
- 5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of thesame.
- 6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for thetenders.
- 7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bidsonline.
- 9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
- 10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11. From my tender folder, he / she may select the tender to view all the details uploaded there.
- 12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded.

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The file size being less than 1 MB the transaction uploading time will be veryfast.

- 14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time ofbids.
- 15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
- 17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bidpackets.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

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

EVIDENCE FOR ONLINE BID SUBMISSION

24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.

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HOSTEL ADMINISTRATION COMMITTEE NATIONAL INSTITUTE OF TECHNOLOGY

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25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by anyperson.

- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 1-800-233-7315, 0120-4001005 or send an E-mail to cppp-nic@nic.in.

SECTION E: TENDER FEES, EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

- 1. As detailed below, bidders should furnish two separate demand drafts towards Tender Fees and EMD amount:
 - > INR 1,180/- (Rupees One thousand One hundred and eighty only incl. Tax) should be remitted as demand draft towards Tender Fees.
 - ➤ INR 2,50,000/- (Rupees Two lakhs fifty thousand only) should be remitted as demand draft towards EMD. Those claiming Exemption the EMD amount (DD) will be refunded after verifying their authenticity.
- 2. The account details are given below for Payment:

• Account Name: The Chief Warden

Account No.: 10023883020Bank: SBI, NIT Trichy Branch

• IFSC: SBIN0001617

- 3. EMD amount will be refunded to the unsuccessful bidders, after issuing work order to the successful bidder.
- 4. In respect of successful bidder, EMD amount may be adjusted for the **Security Deposit** which will be of INR **Rs.10,00,000/-** (Rupees Ten lakhs only).
- 5. Without submission of Demand Drafts (original) for Tender Fees and EMD to the Tender Inviting Authority, Technical Bid will be rejected.

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SECTION F: TECHNICAL BID AND PRICE BID

TECHNICAL BID:

- a. **The Technical bid** should be furnished in the Application stipulated in the <u>Annexure-I</u> series of this tender document.
- b. Technical bid consists of details on application, eligibility, list of documents to be provided and method of Technical evaluation.
- c. The bidder needs to agree with all the terms and conditions of the tender document unconditionally without any alterations.
- d. The bidder should submit an undertaking in the prescribed format <u>Annexure I (D)</u> in proof of having accepted all the terms and conditions of the tender document.
- e. Technical bid should contain all the required enclosures which should be serially numbered and indexed. Any overwriting in the bid made by the bidder shall be signed by the person signing the bid.
- f. The bidders are permitted to attach separate sheets wherever necessary along with the application of technical bid.
- g. There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or the price bid is enclosed in the envelope super scribed, "Technical Bid", the bid document will be SUMMARILY REJECTED in the first instance itself.
- h. The Technical bid will be opened on 30.07.2019 at 03.00 PM
- i. At the time of opening of Technical bid, the name of those who have submitted their offers along with the details of EMD will be shared.
- j. Mere submission of information does not entitle the bidders to meet the eligibility criteria. HAC/NITTH reserves the right to verify and vet, any or all the information submitted by the bidder.
- k. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
- 1. HAC/NITTH reserves the right to shortlist the acceptable technical bids.
- m. Covers of the Price Bid of the Contractor who have qualified in the Technical Bid evaluation will only be opened and processed further.
- n. NITTH reserves the right to shortlist/reject any or all tenders without assigning any reason at any stages of process.
- o. Contractors will be shortlisted based on their experience, credentials, business turnover, financial strength and stability, contracts executed during the last three years, contracts in hand, capacity to run Housekeeping & Other services, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, reliability and other relevant factors as considered appropriate by the HAC/NITTH.
- p. HAC/NITTH representative (s) may visit the sites of the bidder to inspect their works to receive on the spot information, regarding quality of services provided etc.,
- q. Besides scrutinizing the documents submitted along with technical bid, if found necessary, bidders will be interviewed by the Committee to assess the eligibility, capability and suitability of the bidder.
- r. The bidders whose technical bid are not found acceptable will be informed of same and their price bid will not be opened.
- s. HAC/NITTH reserve the rights to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.

Signature of the Bidder

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- t. The decision of the HAC/NITTH is final in awarding the contract. HAC/ NITTH reserves the right to negotiate or refloat the tender, if L1 price is not acceptable, inter-alia other reasons.
- u. Canvassing in any form shall make the tender liable for rejection. If a bidder deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, HAC/NITTH reserves the right to reject such tender at any stage.
- v. HAC/NITTH reserves the right to cancel the contract, if a bidder or bidders obtains the contract as a result of cartel formation of tendering or by forged methods at any stage.
- w. No NITTH/NITT employee and/or their dependents are eligible to submit their offer against this tender. Should the bidder or a contractor has dependent/relative or in the case of partnership firm, any of its partners or dependents of partners employed in NITTH/NITT, the bidder should submit an undertaking **Annexure I** (E) mentioning the fact at the time of submission of the tender, failing which, tender may be disqualified or if such fact subsequently comes to light, the contract may be cancelled.

PRICE BID:

- a. **Price bid** should be quoted in the prescribed format (**Annexure II**) of the tender document duly signed, stamped and uploaded in the CPP portal as PDF. The Overall total value (cumulative total as in Annexure-II) to be typed in the provided BoQ_xxxxx.xls and uploaded in the CPP portal.
- b. "Fixed Rate based on Details of Works/Bill of Quantities (Annexure II)" will alone be considered for selection of Housekeeping & Other Services.
- c. Bidders should quote All Inclusive Price/Fixed Rate (Incl. Taxes/Duties/Levies of State-Central Govt.-Local Bodies/Materials, Equipment/Tools/Vehicle/Fuel, and Men-power etc). Price quoted shall not be revised on account of any increase in price of materials, taxes etc. No escalation of price whatsoever would be allowed during the pendency of the contract.
- d. Price bid must indicate the Rate clearly for Housekeeping & Other Services as per Details of Works/Bill of Quantities indicated in **Annexure II** of the tender document.
- e. All the Rates and total amount should be quoted in figures as well as words for all the items in the Details of Works/Bill of Quantities (**Annexure II**). Wherever there is a difference in the two, the rates in words will be taken as final. If there is a discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignore.
- f. The quote shall remain valid and open for acceptance for a period of 90 days from the date of opening of price bid.
- g. Price Bid/Rate for Housekeeping & Other Services as mentioned in **Annexure II** may be negotiated with the selected Bidder for finalization.



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SECTION G: BID EVALUATION CRITERIA

Tender Evaluation Procedure Consists of three stages.

Stage - I - Pre Qualification Stage:

Bidders, who <u>submit tender processing Cost & EMD</u> and meet all basic eligibility conditions mentioned in Section C will only be considered in Pre-Qualification Stage.

Stage -II - Technical Bid:

Based on Information provided in Technical Bid, the bidders will be evaluated by the committee and those who meet all the technical requirement will be considered for Price-Bid.

- 1. Financial Soundness
- 2. Experience in Housekeeping & Other Related Services
- 3. Performance Reports in Past Works for 03 years
- 4. Personnel and Establishment
- 5. Report on Visit of the HAC/NITTH Officials

Stage III – Price Bid:

- a) Covers of the Price Bid of Bidders who are Technically qualified, will only be Opened & Processed further.
- b) Date of opening of Price bids will be decided after technical bids are opened and evaluated by the Committee and it will be informed later. Bidders whose technical bids are not found acceptable will be advised of same, their sealed cover containing Price bid will not be opened and EMD amount returned to them.
- c) Contractors will be finalized based on their experience, business turnover, financial strength and stability, credentials, contracts executed during the last three years, contracts in hand, capacity to do specified works, managerial abilities, Feedback references, support facilities to execute the order, compliance to statutory regulations, profile/ qualification/ experience of the manpower, client profile & performance certification by clients, Rate quoted, reliability and other relevant factors as considered appropriate by the HAC/NITTH. Qualified/Experienced workers should not be changed without written permission of HAC/NITTH.
- d) Besides scrutinizing documents submitted along with technical bid, if found necessary, bidders will be interviewed by the Committee to assess their eligibility, capability and suitability.
- e) If found necessary, HAC/ NITTH or authorized representative may visit present contract sites of bidders to Inspect/receive on the spot information on their quality of services etc.
- f) Price bid Evaluation shall be based normally on L 1 (Least Rate) basis for the entire Scope of Works. However, Committee does not pledge itself to accept the lowest bid: HAC/NITTH reserves right not to consider L1 (lowest rate quoted), if in its assessment that the lowest rate is unreasonably low compared to prevailing Prices & Rates for specified Works.

Signature of the Bidder



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- g) Absence of bidder or their representative shall not impair the legality of the opening procedure.
- h) Existing Contractors, engaged in Housekeeping & Other services in NITT Hostels, will be assessed based on the current Feedback/Performance report. Like that of new bidders, existing contractors should also furnish EMD & Tender Fees etc. and Comply with all Terms & Conditions, Specifications of this Tender document. With a view to ensure Neutrality & Impartiality in the Tendering process, HAC/NITTH will not issue Performance certificate in respect of any existing contractors, for its own Evaluation. However, they are permitted to include their turnover with NITTH under their Total Turnover.
- i) HAC/ NITTH reserves the right to change, modify, add or alter the bidding process including inclusion of additional evaluation criteria for short listing of bidders at later stages.
- j) Decision of the HAC/NITTH is final in awarding the contract. HAC reserves the right to negotiate or refloat the tender opened if L1 price is not the lowest acceptable price, inter-alia other reasons.
- k) HAC/NITTH reserves the right to Reject any or all the Tenders, wholly or partly or close the tender at any stage prior to award of contract without assigning any reason whatsoever and without any obligation or liability whatsoever.
- 1) In the event of bid being accepted, quotations will be Converted into a Contract, which will be governed by the Terms & Conditions of the Contract Agreement apart from tender document.
- m) Bidders, Technically Qualified in all aspects, meeting all requirements/terms/conditions and quoting L1 Rate will only be considered for Selection.

SECTION H: TERMS AND CONDITIONS

1.	Rate to be quoted by the bidder against this tender shall be all-inclusive incl. materials, equipments/tools, loading, unloading, vehicle/fuel, transportation& storage, Cleaning, menpower (incl. wages etc. payable to workers employed by contractor), statutory		
	Taxes/GST, duties& levies etc. In nutshell, Rate quoted by the bidder shall be All		
	inclusive & Fixed Rate, which alone will be considered for selection.		
2.	Contractor shall provide all Housekeeping & Other services as per "Details of Works /Bill of Quantities" listed in Annexure II . HAC/NITTH reserves its right to modify said works in Bill of Quantities at its discretion in consultation with the bidders.		
3.	Bidders should Quote Rate for All the "Details of Works/Bill of Quantities" listed in Annexure II for consideration.		
4.	Hostel Areas/Buildings/Equipments/Tools etc handed over to the Contractor for said works will be handled with Utmost care.		
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Contractor shall take all precautions not to disclose, divulge and/or disseminate to third 5. party, any confidential/proprietary information on the Clients business or Security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of confidentiality of Clients information. Contractor shall also furnish a certificate in every Housekeeping & Other Services Bill 6. to the effect that amount claimed is inclusive of GST etc and dispute, if any arising on that score, will be settled amicably between the Contractor and concerned authorities without involving HAC/ NITTH as party to the dispute. 7. Contractors should make their own arrangements for all Materials/Equipments/Tools etc Annx III. HAC may provide particular situation. 8. HAC/ NITTH shall provide Electricity/Water to the Contractors only for Housekeeping & Other Services. The electricity consumption for garbage composter will be borne by the Institute. Similarly for their office & godown, water & electricity are chargeable at actual basis and Rent of Rs.12,500/- along with Maintenance charges of Rs.5,000/- p.m. for the premises (incl. of GST) is payable. Office areas are to be maintained clean. 9. Bidders shall ensure that his staff are regularly trained for Fire & Safety drills like operating fire extinguishers etc. which shall be supplied by the Institute and that proper & adequate precautions, safeguards & preventive measures against fire are taken. 10. Utmost attention has to be given to provide Quality Services-Cleanliness, Punctuality, Frequency & Quality of Materials, Equipments/Tools etc. 11. Contractor shall use only Branded-Quality Materials, Equipments/Tools. Procurement of same will be the responsibility of the Contractor and selected Branded items are attached in **Annexure III**. Hostel Committee/HAC will Check all Materials brought to the hostels and Register shall be maintained in this regard. In the event of Quality of Servicing being poor or not adhering to Contractual conditions, HAC/NITTH will be free to impose Penalty as deemed. Required working hours is eight hours per day based on requirements and extendable if 12. specifically required by NITTH. Working time has to fixed in consultation with HAC NITTH. 13. Contractor or his Supervisor should remain Present during working hours for

giving necessary instructions regarding the work to be carried out. As the work areas are scatter, contractor should provide Two Wheeler to his

Improvement. Such suggestions having the approval of HAC/NITTH, should be forthwith

Keeping Hostel Areas Neat & Clean is the responsibility of the Contractors. Contractors

should not dump Wastes into roadsides, drainage etc but only in specified areas. Hostel Committee's Suggestions have to be followed and the expenditure will be borne by the Contractors. Any violation on the part of Contractors is liable for appropriate Penal

site supervisor for effective looking after the day to day activities.

Contractor shall maintain Suggestion book for recording Suggestions for

acted upon. Suggestion book are liable to be Inspected by HAC/NITTH.

provisions. Daily cleaning report should be submitted to Hostel Committee.

Signature of the Bidder

14.

15.



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There will be strict Check on Quality of Services. Such Quality Audit, Test or 16. Random can be done by Hostel Committee/HAC. Hostel Committee Meeting will be held Weekly Once and Contractor/his Authorized Rep should attend the meeting to sort out the issue. If the quality of the Services is below the standard, Fine will be levied as detailed in Penalty Clause. 17. Contractor shall be solely responsible for cases of incidence of Hazards/Poisoning and shall bear complete Expenditures arising out of this for Medical treatment of the hostel inmates etc. In addition, Penalty may be imposed on the Contractors as decided by the Hostel Committee/HAC for such incidences. Billing and Payment: Contractors shall submit Bill for Housekeeping & Other Services 18. in the form of Tax Invoice containing details of GST Regn No of the Contractor& NITT (33AAATN5491Q1ZZ) along with HSN/SAC code and Feedback Forms every month on or before 10th of subsequent month. Bill amount will be paid in fifteen days from date of receipt of bills after deducting TDS, Penalties etc, if any, by Hostel Committee/HAC based on Performance Evaluation etc. Model Feedback Form for same is given in Annexure IV (Performance Evaluation on 04 Parameters on a 05 Pointscale). Reduced Scores/Adverse Comments will result in Penalty (s); Continuous Poor Performance more than twice will entail termination of contract, Client having power to appoint any other agency for said works at risks& costs of Contractor. Hostel Committee will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or a part thereof, Contractor shall not be entitled to any interest. Proof for Remittance of Wages, PF, ESI etc to each worker must be obtained from concerned officials & produced with bill every month. Contractor shall disburse Wages etc to their manpower latest by 5th of every month. Payment of workers shall not be held-up in any case what so ever and the contract shall be liable to be terminated in that case. In the case of delay/ default in payment of Wages, ESI, EPF etc, penal interest/damages as may be levied by the labour, ESI or PF Authorities, besides Penalty of 20% of the above amount would be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, Security Deposit will be refunded only after satisfaction regarding payment of Wages, ESI & EPF etc and Security Deposit/Performance Bank Guarantee shall be adjusted/encashed/forfeited accordingly. 19. Contactor shall abide by all labor laws, related to Wages, EPF, ESI, Workmen Compensation Act etc. Scope includes but not limited to, matters relating to timely payment of minimum wages and allowances, overtime, workmen's compensation, provident fund, gratuities bonuses etc., grant of leave, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees. 20. Contractor shall be liable for any legal dispute/case /claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws. Contractor shall be responsible for compliance of all the laws rules / regulations and Govt. instructions that are / will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall endure payment of all the Statutory dues/liabilities as may have arisen during the past or during the course of performance of contract or future.



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In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Contractor failing to execute specified/requisitioned works, the CLIENT shall make deductions at double the rate of hiring rate on pro-rata basis from the bills prepared by the Contractor or that may become due to the Contractor under this or any other contract or from the Security deposit or may be demanded from him to be paid within seven days to the credit of the Client. 22. It shall be clearly understood that the personnel to be deployed by the Bidder are their own workers and they have no binding whatever with NITTH. Bidders shall indemnify the HAC/NITTH from all liabilities arising out of deployment of personnel and other related issues thereto. Contractor should at all times indemnify the Client against all claims, damages or compensation under the provisions of payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act 1923; Industrial Disputes Act, 1947 Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made from time to time. Client will not own any responsibility in this regard. 23. All Expenses relating to employment of the Workers engaged by the Contractors shall be within their scope. Contractors shall have full control over his employees including right to appoint, determine service conditions, discharge, dismiss or otherwise terminate their services at any time. Contractors shall be solely responsible for any claim arising out of employment or termination of employment of his workers and for statutory payments. Contractors is solely responsible for the payment of minimum wages for their workers as per Government norms and deductions towards PF, ESI etc. Contractor should produce various records like staff details, pay structure, duty hours etc as per rules, for inspection by concerned/authorized Govt. Personnel and HAC/NITTH for meeting statutory & nonstatutory obligations. Contractors shall comply with provisions of the Factories Act, Contract Labour (regulation and abolition) Act, Workmen Compensation Act, Employees PF Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act and the Rules framed there under or any other Laws and Rules as may be applicable from time to time in respect of the workers engaged by him. Contractors when required by HAC/NITTH shall produce registers & records for verification & compliance of directives issued by NITTH/Statutory provisions. Thus, the Contractors has to follow all labour laws/government laws and all statutory obligations in regard of employing workers. The Contractors shall be solely responsible for any dispute / violation of labour laws. 24. HAC/NITTH reserves the right to carry out Post Payment Audit& Technical Examination of the Works & Final bill including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However no such recovery shall be enforced after three years of passing the final bill. Hostel Committees/HAC/NITTH will have full powers to impose Penalty to Contractor 25. for not fulfilling any requirements.



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26. **PENALTY:**

Failure of Services in terms of Quality of Cleanliness, Punctuality, Frequency and Materials/Equipments-Tools etc. will attract Penalty. For not adhering to contractual conditions and for any shortcomings/deviations, Hostel Committee/HAC/NITTH shall be free to impose penalty as deemed fit on the Contractor. Penalty imposed shall be adjusted against any Payments due to the contractor.

- a. All area should be kept Clean. If not, a penalty of **Rs.2,500/-** for each area & occasion will be imposed.
- b. Non-availability of the suggestion book/complaint register in Hostel/Contractor's Office and/or discouraging the complaint would impose a fine of **Rs.1,000/-** for each occasion.
- c. Deficiency of Hygiene of workers etc. will call a fine of **Rs.1,000/-** for each occasion.
- d. If Contractors found to have used unbranded/bad/duplicate quality of Materials, a fine of **Rs.1,000/-** will be imposed for each occasion.
- e. Non-Compliance of Safety norms will invite a fine of **Rs.2,500/-** for each occasion.
- f. Misbehavior of Contractors workers will invite a fine of **Rs.1**, 000/- for each occasion.
- g. If the Garbage/Wastes are not removed to Disposal Yard within the same day then a penalty of **Rs.1,000**/ will be imposed for each area and occasion.
- h. Excess billing incl. double claims etc. will attract Penalty equal to that amount.
- i. For any penalty provisions stated above (i) First violation of the rule implies Fine as per the above rules and (ii) Second& subsequent violations of the same rule within 30 days of the previous fine will attract <u>DOUBLE</u> fine on the Contractor.
- Performance Evaluation on 04 Parameters on a 05 Point Score will be done in the Feedback Form (<u>Annexure-IV</u>) by Hostel Committee. HAC is also authorized to visit/all Hostel Areas and inspect Quality of Services at any time for such evaluation/penalty.
- k. Continuous Poor Performance (i.e. 1.0-1.99/5.0 Score/Grading) for any consecutive three months will entail termination of the contract.
- I. Hostel Committee shall be the Competent Authority to impose Penalty. Contractor may appeal to the HAC for reduction/waiver of penalty and Decision of the HAC shall be final and binding.
- 27. Contractor is required to maintain & submit Details of their Employees-able& healthy persons within age group of 20-50 years, Biodata, Name, designation, age, qualification, experience, photo, full residential address, Telephone, identity cards etc along with documents to HAC/ NITTH in prescribed format besides open to the scrutiny of all concerned/authorized officials, before commencement of Operations/ within 15 days of issue of Work Order, failing which the matter will be viewed as a breach of contract. Experienced/Trained Cleaners should be employed. Supervisor having knowledge of English/Hindi& Mobile No should be appointed. Mobile phone numbers of Supervisor should be displayed in all areas for ease of Communications. Final decision regarding selection/retention of manpower based on efficiency etc rests with HAC/NITTH.
- 28. Contractor shall be responsible for Proper Efficiency, Conduct& Behavior of their Workers engaged by him. If it is found that any worker is Inefficient or Misbehaved with any of the hostel inmates/staff, Contractor (s) has to take action as suggested by the HAC/NITTH



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29. It shall be the responsibility of the contractor to see that the departmental canteen facilities are not utilized by the workmen. The contractor has to make his own arrangements to provide refreshment of such personnel. 30. Contractor shall not employ any Worker whose Track Record is not good. He should not be involved in any crime / offence / police case. 31. Staff strength in each category of Housekeeping & Other Services viz. Supervisor, Cleaners & Other Staff etc. should be Minimal & Optimal; HAC reserves right to order additional works/staff due to additional requirements like additional strength of students in any hostels etc. Similarly whenever Students Strength falls like during Vacation etc (falls to even 25% or lower), there will be 50% reduction of Work/staff. Employment of child labour (below the age of 18) is totally prohibited. 32. 33. Employees of the Contractor should wear uniform along with cap, gloves etc. 34. Employees cannot reside in place of works except to extent necessary for their Duty. In exceptional cases, Written Permission should be obtained by Contractor for Overnight Stay of their employees. In Girl Hostels, No Male Workers should normally be employed. 35. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. Smoking, consuming tobacco etc. are also prohibited in hostel/mess premises. Contractors shall deposit DD of Rs. 10,00,000/- (Rupees Ten lakh only) as interest 36. free **Security Deposit** which shall be refunded after the expiry of the agreement after adjusting applicable deductions, if any. 37. On expiry of the agreement, all Equipment-Tools/Articles/Facilities provided to the Contractor shall be returned in good condition subject to allowable wear and tear and no excuses of any nature whatsoever will be entertained for any loss or any damage to same. In case of any loss or damage, Contractors will have to replace the lost items/carry out necessary repairs, subject to approval& instructions of HAC. Notwithstanding anything contained in the terms and conditions, HAC/NITTH shall be at 38. liberty to terminate the contract by giving 30 days clear notice without assigning any reason whatsoever. However, Contractors may terminate his/her contract by giving 60 days clear notice. In this case Contractors will be debarred for participating in further Tender process of NITT Hostels for 03 years. It will be the sole responsibility of the bidder alone, to execute the entire contract on his 39. own. Contractors should not assign or sublet the contract. 40. After the award, Contract shall be on **trial for 03 months**, subject to Weekly review of performance; Continuance of the Contract for the remaining period shall be subject to satisfactory performance during the trial period. In all cases of Special Events/Requirements organized by Client in Hostel areas, it has to 41. be complied by the Contractor. 42. In case, Contractors fails to operate the contract or comply with any of the contractual obligations, HAC/NITTH reserves the right to get the same done by another agency, at the Contractors Risk & Costs apart from recovery of a Penalty. 43. Contractors shall be responsible for providing at his own expense, all precautions/gadgets etc. to prevent loss or damage from any and all risks and to minimize the amount of such loss or damage and for necessary steps to be taken for said purpose.



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44. In case HAC/NITTH be held liable for any loss, damage or compensation to third parties arising by Contractor, such loss, damage or compensation shall be paid by Contractors to HAC/ NITTH together with Costs incurred by HAC on any legal proceedings pertaining thereto. 45. In addition to the daily cleaning works the same manpower shall be used for the other miscellaneous housekeeping works related to Swachh Bharat Mission, etc. in and around Hostel area as and when required as directed by HAC/NITTH for which no additional payment shall be made. All necessary Personal Safety Equipments as considered adequate shall be made available 46. by Contractor for use by their Personnel and maintained in a condition suitable for immediate use. Contractors shall take adequate steps to ensure proper use of equipments by them. Special emphasis will be laid on Fire& Other Safety norms and proper operation of Electrical/Chemical Spraying/Firefighting etc Equipments, placed at their disposal. Contractor shall take appropriate Safety Measures against outbreak of Fire/ Poisoning/Hazards etc and will be held responsible in case of such an incident occurs. Liability/responsibility in case of such Fire etc accidents causing injury/death to workers /inmates/ staff shall be that of the Contractor. HAC/NITTH shall not be responsible for such cases by any means. 47. It is the responsibility of the Contractor to maintain all Equipments/Tools etc 48. Disposal of different Wastes shall be done by the Contractor in accordance with the prevalent rules & regulations, use the Garbage Composter regularly and store the output from the garbage composter appropriately. Contractor will not be permitted to Franchise their works/areas for any other Commercial 49. activity outside the scope of student hostels. Premises should not be used for any other purpose, other than specified services for Hostel students. Workers should be Healthy and medically fit. Contractor should ensure that all his workers 50. are free from communicable diseases. If any worker is found medically unfit, he/she may not be given permission to continue his/her duties and the Contractor has to replace him/her immediately without fail/compensation. The Contractor shall carry out health performance test at his cost for all the workmen engaged in the work through a registered medical practitioner and produce certificate on demand. HAC/ NITTH will Not be Liable for any Medical attention, Injury/ Loss of life of Workers 51. engaged by the contractor in specified works of the contract. A suitable Insurance coverage for all Staff shall be arranged by the Contractor at his/her cost towards compensation of any loss to their workmen as per legal provisions. 52 If there is requirement of any urgent work, same has to be taken up and completed for the respective areas with immediate effect. All directions by the Client/HAC should be followed strictly. 53 Tenderers should thoroughly inspect the areas of operation within seven days from the date of advertisement and submit tender as per the prevailing conditions etc and the difficulties, obstacles etc. are to be taken into account before quoting the Rates 54. In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this agreement, all such dispute claims shall be referred to Sole Arbitrator appointed by the HAC/NITTH. All legal disputes shall be subject to the jurisdiction of Courts at Tiruchirappalli.



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Selected Bidder should execute Contract Agreement consisting all terms & conditions of contract, as per Format given in Annx V in non-judicial stamp paper, incorporating various terms & conditions.
 Further, Contractor has also to sign the Integrity Pact & Agreement as per format (Annexure - VI).

I / We agree to the above terms and conditions.

Place:	Signature of the Bidder with Name and seal
Date:	Name
	Designation
	Seal



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ANNEXURE - I PRE-BID QUALIFICATION AND TECHNICAL BID

Important Note: 1. Bidders are cautioned that the tabular statement given below is the Application Format for Technical bid. Hence there should NOT be any indication either in this tabular statement or in the enclosures to this statement regarding Financial Bid/Price/Rate/Cost or any other commercial consideration under this contract.

2. All information called for in this Application Format should be furnished against relevant columns. If the information is furnished in separate sheet (s) with the Technical Bid, this fact should be mentioned against relevant column (s). If any particulars/query are not applicable in case of the applicant bidder, it should be stated as "Not Applicable".

ANNEXURE – 1 (A): PRE-BID QUALIFICATION:

S. No.	Description	Information
1.	Do you Unconditionally Agree with all	Yes / No
	Terms & Conditions stipulated in the	
	Tender Document?	
2.	Have you furnished Documentary Evidence/	Yes / No
	Proof in support of Compliance with Basic	
	Eligibility conditions stipulated in Section C	
	of the Tender document	
3.	Details of Tender Processing Cost	Amount: INR:
	Remittance	DD/Ref. No:
		Date:
		Name of Bank:
4.	Details of EMD Remittance	Amount: INR:
		DD/Ref. No:
		Date:
		Name of Bank:
	Did you undertake Housekeeping & Other	Yes / No
5.	Services Contract Works in the Educational	
	Institutions? If yes No. of Years served	
6.	Name and Address of the Applicant/Bidder	
	with Telephone/ Fax/ Mobile and Mail ID	

Place:	Signature of the Bidder with Name and Seal
Date:	Name
	Designation
	Seal
Signature of the Bidder	Page 23 of 60



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ANNEXURE – I (B) TECHNICAL-BID QUALIFICATION

(To be submitted in a separate sealed envelope but to be kept inside larger size outer envelope)

1.	Name and Address of the Applicant/ bidder with Telephone/Fax/Mobile and Mail ID	
2.	Year of Establishment/ Incorporation	
3.	(a) Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required)	
	(b) Details of Registration/License for running Housekeeping& Other Services.	
4.	Legal Status of the Bidder (in case of Partnership Firm-authenticated copy of Partnership Deed; in case of Private or Public Limited Company- authenticated copy of Memorandum& Articles of Association; in case of Proprietary Concern-Proprietary Firm Registration Certificate should be enclosed as documentary proof).	
5.	Bio data or Profile containing name, educational qualifications, occupation and postal address of Proprietor/Partners/ Directors/ Managing Director/Chairman & Managing Director appropriately (please use separate sheet if found necessary)	



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6.	Name, Designation & Phone number of persons authorized to sign the documents on behalf of Proprietary Concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/ authorization for signing documents). In case of Proprietary concern, bidder may submit attested copy of PAN card/Election Commission Card/Passport of Proprietor & authorized signatory in case of proprietor is not signing the tender documents)	
7.	Name and Designation of the Contact Person/Representative/Manager of the Agency/Firm/Company with mobile number & email ID	
8.	Annual Turnover during the last three years. (copy of Annual Accounts duly certified by the Chartered Accountant to be enclosed)	Year Annual Turnover of the Bidder from Housekeeping &
		2015-16 2016-17 2017-18
9.	Average Turnover in last three years from Housekeeping& Other Services Business	INRin lakhs
10.	Is your firm/ company carrying out any other trade/business in addition to House-keeping& Other Services? Furnish particulars of other trade/business carried out.	
11.	Total experience (years/ months) in Hostel Areas/Hostels in Central Educational Institutions/Industrial-Organizations of Govt.	
12.	Have your firm/ company ever changed its name any time? If yes, provide the previous name and reasons there for?	
13.	Whether the company/firm ever required to suspend Housekeeping& Other Services for a period of more than six months continuously? If yes, state reasons.	
14.	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.	



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15.	Income Tax Permanent Account Number (Copy of PAN Card to be enclosed)	
16	Income Tax Assessment Completion Certificates/Assessment Orders for the Financial years 2015-16, 2016-17 and 2017-18 (In the event of assessment of the years indicated having not been completed, certificate of latest assessment completed may be enclosed and the reasons for non-completion of the assessment for required years may be indicated)	
17	Have you registered under Employees State Insurance Corporation (ESI) Act? If so, enclose copy of registration certificate. Also provide copy of latest remittance& returns for 2017-18 for same.	
18	Have you registered under Employees Provident Fund (EPF) & Miscellaneous Provisions Act? If so, enclose copy of registration certificate. Also provide copy of latest remittance& returns for 2017-18 for same.	
19	Copy of Service Tax-GST Returns (Annual Returns) to be provided for the last three years i.e., 2015-16, 2016-17 and 2017-18 along with assessment orders (In the event of assessment of years indicated having not been completed, certificate of latest assessment completed may be enclosed and reasons for non-completion of assessment for required years may be indicated).	
20	Copy of GST Registration certificate to be enclosed	
21	Details of Bank Mandate: Name of the Bank Name of the Branch Account No. Type of Account IFSC Code No. (copy of cancelled cheque be enclosed)	
22	Brief details of Litigations, if any, connected with Housekeeping& Other Services, Current or during last three years, opposite party and disputed amount.	



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23 Specify whether there are any issues/ disputes against your agency/firm/company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities etc. Give details of Termination of previous 24 contract, if any Give Information, if any, regarding the 25 proceeding for Bankruptcy, Insolvency or winding up in which bidder is/was involved Bidders Solvency (Original certificate for an 26 amount of Rs.75 lakhs and above from the banker to be enclosed) 27 Number of Supervisor, Cleaners, Other Staff etc. proposed to be deployed by the bidder. 28 Details of Ongoing Contracts with following Proofs (Strictly in below mentioned Format: (a) Work Orders and Contract/ Agreement copies (b) TDS Certificates (Form 16A) issued by the Client comprising Gross Bill values for the works done by the Contractor. (c) Attach Separate sheet, if necessary. (d) Attach Performance Certificate(s) as per (Annx-I (F). S No. Name & Address of Nature or Type Work No of Period of Order Client Organization of Works Students Contract Value with name, address, undertaken (viz. From To mobile number & **INR** Hostel Email ID of Officer to Area/Educational whom reference may Institution/ be made. Industries)



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29 **Details of Completed Contracts during the last three Years with following Proofs:** (a) Work Order & Contract Agreement Copies. (b) TDS Certificates (Form 16A) issued by the Client comprising Gross Bill values for the works done by the Contractor. (c) Attach Separate sheet, if necessary. (d) Attach Performance Certificate(s) as per (Annx-I (F) from Client organizations for three years 2015-16, 2016-17 and 2017-18 Name & Address of Nature or Type Work Period of S No. No of of Works Order Contract Client Organization Students Value with name, address, undertaken (viz. From То INR mobile number & Hostel Email ID of Officer Area/Educational to whom reference Institution/ may be made. Industries) 30 Any other information, document which may help HAC in assessing your capabilities may be enclosed. Bidder may add any further information that he considers relevant for the evaluation of their bid. Bidder may attach catalogue and other annexures that would help in providing Quality of his/her Services. Details of Awards, if any received or Reviews in Media, if any 31 32 Whether the agency was Blacklisted by any Client. Suppression of the fact will lead to Rejection of the bid. After execution of contract, if it is noticed that agency was blacklisted, contract will be Cancelled.

Note:

1. All Annexures/Documents of the Technical Bid should be strictly arranged/submitted in the same serial order as they appear in the Technical Bid application format.



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2. All Pages of Tender documents must be serially numbered, duly signed and stamped by the bidder. Hard copy to be given by hand or sent by post. If an Individual or a Proprietor of a firm is a signatory, he/ she should Sign above the fully typed Name & current Address. In case of Partnership firm, all Partners or a Partner holding Power of attorney for the firm (certified copy of power of attorney should accompany documents) should sign and in both cases, certified copy of the Partnership Deed and current address of all Partners of the firm should be furnished. In case of Limited company or Corporation, documents shall be signed by a duly Authorized person holding Power of attorney for signing the documents, accompanied by Copies of the letter of Power of attorney and Memorandum & Articles of Association duly attested by a Notary Public.

Declaration:

- ➤ I/ We hereby Certify that the Information furnished in this tender document is Complete and Correct to the best of my knowledge.
- ➤ I/ We understand that furnishing of False Information could result in Disqualifying for award of the contract.
- ➤ I/ We also Authorize the HAC/NITTH or its authorized representative to approach individuals, employers, firms and corporation to Visit the works completed by us in the past or in progress at present, to Verify the competence and general reputation.
- ➤ I/ We do hereby offer to perform and execute the Housekeeping & Other Services in conformity with terms and conditions of the contract.
- ➤ I/We agree that the Acceptance of any tender shall be at the sole and absolute discretion of the HAC/NITTH, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place:	Signature of the bidder with Name and seal
Date:	Name
	Designation
	Seal



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$\frac{ANNEXURE-1\ (C)}{CHECKLIST\ OF\ DOCUMENTS\ TO\ BE\ ENCLOSED\ \&\ IMPORTANT\ DATES}$ (For the use of the Bidders only)

S. No.	To be Checked before submitting the Bid	Remarks (Please Tick) Yes / No
1.	Whether Tender Processing Cost Demand Draft Sent to Tender Inviting Authority / Whether Scanned copy attached	
2.	Whether Copy of remittance / DD (original) sent to Tender Inviting Authority for EMD have been submitted / uploaded.	
3.	Whether Application for Technical Bid along with required enclosures are enclosed as per the instructions given in Section E of the tender document?	
4.	Whether Application for Technical Bid is submitted in the Format prescribed in Annexure-I of the Tender document.	
5.	Whether Documents supporting Eligibility conditions stipulated in Section C of Tender document (i.e. legal entity, Registration, Experience, annual Turnover, Performance Certification, financial solvency etc have been enclosed with Technical bid).	



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6.	 Whether daly filled in Technical Bid Application (Annexure I) is kept on Top of the documents and whether following documents have been enclosed with proofs: Registration/ Incorporation details of the bidding Firm/Agency/ Company. Documents in support of Legal Status of the Bidder. Bio data/Profile of the Proprietor/ Partners/ Directors. Authorization/Power of attorney for signing the tender document. Audited Annual Accounts, Income Tax Return & Assessment orders for the three years i.e. 2015-16, 2016-17 and 2017-18 PAN/ESI/EPF/ST-VAT- GST - details. Solvency - details Details of Completed Contracts in prescribed format during last three years. Details of Ongoing Contracts in prescribed format. X. All other information/ details/ Supporting documents - desired in Tender document. 	
7.	Whether Technical Bid and all the required Enclosures to the Technical Bid are serially numbered and over writing/ erasures, if any, in the technical bid duly been initialed/ endorsed and signed?	
8.	Whether an Index or Table of Content of all enclosures to the Technical bid has been prepared and attached with the Technical bid, to facilitate quick reference?	
9.	Whether Price Bid in PDF is uploaded as in the Application Prescribed in Annexure II of the Tender document.	
10.	Whether Price Bid has been submitted under the Letter Head of the bidding firm/ company/ agency?	
11.	Important dates Tender Notification date Pre bid conference date and time Last date for submission of tender Date of opening of Technical Bid. Date of Price Bid Opening	04.07.2019 15.07.2019 - 11.00 am 29.07.2019 - 03.00 pm 30.07.2019 - 03.00 pm Will be informed later



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ANNEXURE – I (D)

UNDERTAKING

- a. I hereby certify that I have read the tender document completely and here by agree to abide by the terms and conditions laid down in the tender document.
- b. I certify that I am Citizen of India.
- c. I hereby certify that I am not defaulter of the CIBIL and hereby agree to produce CIBIL Score certificate if HAC/NITTH requires.
- d. I hereby certify that I am not willful defaulter of any nationalized/private bank or any other private/Govt. Institution.
- e. I hereby agree to produce NOC from the IT dept. and certify that there is no Govt. dues pending with me.

Place:	Signature of the bidder with Name and seal
Date:	Name
	Designation
	Seal



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ANNEXURE - I(E)

NEAR RELATIVE CERTIFICATE (To be given by ALL Directors/Bidders)

I	,S/o D/o/Shri./Smt			
NITT as per details given	my relative (s) as defined in the tender document in tender document. In case at any stage, it is for HAC/NITTH shall have the absolute right to	ound that the information given		
Date:				
Signature:				
Name in block letters of the	e Signatory			
In the capacity of				
Place:	Signature of the Bidder wit	h Name & Seal		
Date:	Name			
	Designation			
	Seal			

NOTE:

- In case of Company/Institution/Body Corporate, a list of all Board of Directors may be submitted along with the bid.
- In case of Company/Institution/Corporate, "Near Relative Certificate" are required to be given by all Directors (excl. Govt. of India/Financial Institution Nominees and Independent non-official part time Directors appointed by Govt. of India/State).
- In case of Proprietorship Firm, the Certificate will be given by Proprietor.
- For Partnership Firm, certificate will be given by all the Partners.



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ANNEXURE (I F) GENERAL FORMAT FOR PERFORMANCE CERTIFICATE

(To be obtained from Clients in respect of Completed/Ongoing Contracts: to be provided in separate sealed envelope titled confidential).

Name & Address of the Client Organization:

Name, Designation, Contact No. and Mail ID of the Official furnishing this certification:

Name of the Work/Project, Scope & Location:

Period of the Contract, Commencement& Completion and Number of Hostellers:

Total Cost, Tendered Cost & Value of Works done:

Is the Housekeeping & Other Services are Manual/Part-Mechanised/Fully Automatic:

Also attach copies of Work order/Agreement/Work Completion Certificate. Details of Ongoing Work (s) and Work Order (s) issued by NITTH/NITT for similar kind of Work (s) being executed within NITT campus, by the bidder, must also be attached for consideration, failing which they will not be considered for the tender.

Please Tick Appropriate Performance Score:

	Parameters	Performance Score Remarks					
		Very	Good	Average		Very	
		Good	4.00-4.50	3.00-	2.00-	Bad	
		4.51-5.00		3.99	2.99	1.00-1.99	
1	Quality of Cleanliness						
2	Punctuality & Schedule of						
	Cleanliness						
3	Frequency of Cleanliness						
4	Quality of Materials,						
	Equipments-Tools/ Materials/						
	Man-power: Whether using						
	Sufficient Quantity of Standard						
	/BIS Quality Materials-						
	Equipment.						
	Total Marks Scored by the						
	Bidder Out of Maxm 20						
5.	Are the Workers						
	experienced/trained and well						
	mannered to students & staff?						
6.	Is Compliance to Statutory						
	Obligations such as PF, ESI						
	remittance etc by Contractor,						
	prompt?						
7.	Were there any removals of						
	any of the Staff on the ground						
	of indiscipline, negligence,						
	criminal charges, mishap etc.?						

Signature of the Bidder

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Do you recommend this Bidder to our Instituti	ion (Yes/No):
	Signature:
	Name:
	Designation:
	Seal of the organization:



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<u>ANNEXURE – II</u>

To be Submitted in following Format

<u>DETAILS OF PRICE BID BASED ON HOUSEKEEPING & OTHER</u> SERVICES/WORKS (BILL OF QUANTITIES)

a. TO BE DULY TYPED, SIGNED AND STAMPED AND UPLOADED AS PDF IN THE E-TENDER. [THE OVERALL TOTAL OF THE PRICEBID TO BE INCORPORATED IN THE PROVIDED PRICEBID EXCEL FILE BoQ xxxxxx.xls AND UPLOADED]

The Chief Warden.

Hostel Administration Committee, National Institute of Technology, Tiruchirappalli-15.

Sir, In response to the Tender Notification No: NITTH/HAC/TenderHKO/2019-20/001 dated 28.06.2019, we are submitting the Price Bid as below:

ALL INCLUSIVE RATE OFFERED BY THE BIDDER FOR FOLLOWING BILL OF QUANTITIES FOR HOUSEKEEPING & OTHER SERVICES IN NITT HOSTEL AREA (BOYS & GIRLS)

Sl. No.	Description of work	Unit	Qty	Ra te (R s)	Total amount (in numeric) (Rs)	Total amount (Rs) (In words)
I	Regular Works: (1 Month)					
1	Cleaning, washing, swabbing the following including the toilet floor area, toilet dado etc. as per the frequency mentioned against each activity in Annexure-III – C in all toilets, wash basins, urinals, etc. The removal of con-web inside the toilet area (windows, louvers, etc) is also included in the scope of this work. Payment will be made based on the actual work done and on acknowledgement from the concern authority from the individual hostel. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, etc. Required					

Signature of the Bidder

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Phone: 0431- 250 4136 Email: hac@nitt.edu Website: www.nitt.edu quantity of water and power will be given by NITT at free of cost. Water closet. Each 926 a b Wash basin Each 721 Urinal Each 564 c 882 d Bath room Each 2100 Sweeping, cleaning, washing and swabbing the Sqm following including the hostel floors areas but excluding toilets and hostel rooms as per the frequency mentioned against each activity in Annexure-III - C. After sweeping all the waste, dust, garbage, etc. to be disposed off to the nearby 2 dustbins / dumping site as instructed by HAC/NITTH. Payment will be made based on the actual quantum of work done and on acknowledgement from the user departments. Quoted rate shall include cost of labour, tools & plants, machineries, necessary chemicals, acids and other cleaning materials, incidentals, etc. complete. Required quantity of water, power and storage room will be given by NITT at free of cost. Clearing grass, vegetations, weeds, etc once in a 100 3,000 month in the surrounding of the hostel building sqm 3 (inside the fence area/ 10m around the hostel where fencing is not provided). All the work are to be done as per standard practice and as per the directions of the HAC/NITTH. Sweeping of roads footpath, drains, parking shed 50,000 sam platform, open spaces, surrounding area of buildings, side & back spaces in between blocks and other area as identified & instructed by Hostel Authority. Rates include labour charge, tools, 4 brooms, mallard, baskets etc. Sweeping and hand picking of debris, collecting & dumping the debris nearby dustbins/earmarked area etc. Complete. Sweeping has to be done as and when required. Payment will be made only for the area where sweeping has been done. Gardening& its Maintenance in OPAL Hostel, 900 sqm 5 MEGA Mess 1 and 2 and watering of trees in the hostel zone Total Per month Total Per Year (A)

II

Special Works: (12 Months)



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Phone: 0431- 250 4136 Email: hac@nitt.edu Website: www.nitt.edu Disposal of dead animals including burying the 1 animals at designated places inside the campus as directed by Hostel Authority. All the tools & plants, materials required are in the scope of contractor. Cattle/Dog Each 100 Α В Rat, Cat, etc Each 100 Labour charges for spraying chemicals for mosquito / cockroach control inside hostels and also for fogging operation in the entire hostel area. All as directed by the Hostel Authority. All the required 2 chemicals will be provided by NITT at free of charges. The payment will be made based on the duration of the works done on hourly basis supported by log sheet maintained jointly. Man hour (rate quoted for 4 hours work in a day Each 200 Α per person) 1 hour manpower cost (in addition to the above item Each 200 В 6A) of Honey-bee hives/Kathandu/Such Removal Each 100 insects of any size/magnitude completely from any level/height of the building without any disturbance 3 to the occupant of the building and with safe working. The contractor is required to adopt safe approach/technology while removing the insects. Attending to blockage complaints on all days Each 300 including holidays in the waste water/sewage disposal system inside & outside institutional buildings falling within the identified layout immediately on notice by the housekeeping group or on receipt of complaint from the Hostel Authority. 4 Exclusive personnel shall be available to attend to these complaints. If the situation warrants, machinery shall have to be deployed to clear the block without delay. All as per standard practice and instruction of Hostel Authority. Transporting the garbage, horticulture waste, Per 500 furniture shifting during functions etc., collected Load surrounding/open space/common areas/dustbins within the identified layout by tractor having a capacity of minimum 120 cft covering with suitable net to avoid spilling during transport and 5 unloading at the earmarked place on the northern side of NITT campus with an average lead of 2-3 Kms. Rate also includes clearing the dust bin & nearby spill out, segregation of bio-degradable & non-biodegradable waste at respective dust bin itself (disposing of collected non-bio-degradable waste i.e



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	Plastics, polythene bags, broken glasses etc., away from NITT premises is the sole responsibility of the contractor), collection, loading, all lead, unloading, hire & running charges of lorry, fuels, tools required, all labour and all other incidentals etc., complete and as directed by the department. Trip sheet is to be maintained for each load that will be certified by the concerned official which will form the basis for making payment. Rate for on trip of tractor load of 120 cft garbage.						
6	Conveyance of earth, sand, gravel, rough stone, broken stone, brick bats (debris) etc., up to 3 KM by contractor's own tractor including loading, leading, unloading, stacking or spreading, hire & running charges of lorry, tools required, all labour and all other incidentals etc., complete and as directed by the department. Trip sheet is to be maintained for each load that will be certified by the concerned official which will form the basis for making payment. Rate for one trip of tractor load of 120 cft garbage.	Per Load	100				
7	Dewatering the accumulated effluent completely from the septic tank by using contractor's vehicle & equipments. Scope includes removing and re-fixing of septic tank cover slabs back in position & disposal of effluent at the places as specified by the department. Rate includes all labour, materials, hire charges for vehicle & equipment etc., complete. Payment will be made for the quantity of effluent disposed off.	Cu.m	500				
8	Part time workers to attend functions/other requirements as on when required. The part-time workers requirement will be intimated at-least one day before the functions/requirement.						
Α	4 hours/day	Each	100				
В	8 hours/day	Each	100				
	Total 12 Months (B) Grand Total amount (Rs) C=A+B						
			GST	%			
	Net Total Amount inclusive of GST						

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1. For the unit in item no.3 is given as 100sqm, the given quantity 3000, then qty to be executed is 3000x100 = 300000 sqm, however the rate would be quoted for 100 sqm.

Note

- 1. All the rates should be quoted in both figures and words and are to be identical. If not, the prices in the words will be considered as final and the same shall be valid and binding on the contractor. If there is a discrepancy in an offer, the same will be conveyed to the bidder with target date up-to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignore.
- 2. The amount should be quoted inclusive of any taxes and duties levied or to be levied both by Central and State Government authorities from time to time, except applicable Goods & Service Tax. Goods & Service Tax will be paid extra on production of documentary evidence.
- 3. Quotation should be valid for a period of three months from the date of Tender opening
- 4. If there is a tie in quoted L1 amount, then ranking will be decided based on Lot system
- 5. Evaluation of the offer shall be done on "Net Cash outflow to HAC/NITTH" after taking into account applicable Taxes and Duties".
- 6. The amount quoted shall remain firm and valid during the entire period of contract (including extended period if any) and no extra payment will be reimbursed to the contractor by HAC/NITTH.
- 7. The signature at the bottom of the rate schedule confirms that the Tenderer had read and accepted all the Terms and conditions in Tender Schedule, also amount quoted with inclusive of any taxes and duties levied and excluding Goods & Service Tax etc. has been considered by the tenderer for the total contract period (including extended period if any) while quoting the above rates.
- 8. No other pre conditions along with your offer will be entertained by HAC/NITTH.
- 9. The contractor shall quote only the lowest possible rate that can be offered for the intended quantity.
- 10. The contractor while quoting shall take care of units specified against every item in bill of quantities.

I/we hereby agree to provide House-keeping & Other services as per terms & conditions of the Contract as would be decided by the HAC/NITTH and the rate shall be valid for 12 months and extendable period.

Place:	Signature of the bidder with Name and seal
Date:	Name
	Designation
	Seal



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ANNEXURE – III

<u>DETAILS OF EQUIPMENT-TOOLS; MATERIALS-BRANDS; FREQUENCY</u> OF WORKS.

A: APPROXIMATE REQUIREMENTS OF EQUIPMENT/TOOLS Etc:

SNo	Description	Qty.					
A. HO	A. HOUSEKEEPING EQUIPMENTS/TOOLS (with fuel; should be of Standard/BIS						
quality	& Complying Safety Norms):						
1	High Pressure Jet Pump-Industrial type	02					
2	Sewer Cleaning Machine & Sewer Line Cleaning Tool (Rotatable threaded GI or PVC Probe–20m length)	02					
3	Grass Cutting Machines- Mower with Waste Collector	10					
4	Fogging Machine for Mosquito Control	05					
5	Aluminum Adjustable Ladder (10M)	01					

B: APPROXIMATE REQUIREMENTS OF MATERIALS (per month):

SNo.	Name of the Materials	Unit	Quantity Required pm
1	Cleaning Powder (Exo/Vim)	Kg.	100
2	Scented phenyl concentrated	Ltr.	160
3	Hand Gloves-Washable	Nos.	90
4	Hill brooms (400 gms)	Nos.	75
5	Naphthalene balls white (Big)	Kg.	25
6	Toilet brush (EWC & IWC) LCR commode brush	Nos.	120
7	PVC Hand brush (Scrubber)	Nos.	120
8	Soap Oil	Ltr.	120
9	Cleaning Acid (Hydro chloric)	Ltr.	50
10	Urinal cubes	Nos.	5000
11	Liquid toilet cleaner (Harpic)	Ltr.	125
12	Odonil (50gm)	Nos.	750
13	Air Freshener (500ml)	Nos.	25
14	Aluminimum Basket	Nos.	4
15	Jasmine Flavour Liquid	Ltr.	5
16	Dettol Liquid	Ltr.	1
17	Bleaching powder – ISI	Kg.	80
18	Mop with stick	Nos.	50
19	Coconut brooms	Nos.	70
20	Cobweb remover	Nos.	10



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22	Mirror cleaner Checked cloth	Ltr. Nos.	35
24	Yellow cloth	Nos.	15
	Total		6776

N.B: Materials should be of Standard/BIS quality & Complying Safety Norms.

C: Quantity, Nature of work and Frequency of Cleaning

SNo	Hostel Areas/	Floors	Wash	Bathr	Urinals	Toilets	Western	Frequency of
	Regular Works`	No.	basins	ooms	No.	No.	Toilets	Works
			No.	No.			No.	
I. RE	GULAR WORKS:	"		"		1	1	
I-a. C	leaning, Scrubbing, Wa	ashing, Mo	pping etc.	, Toilets i	n Hostel A	rea		
1	Opal A	G+2	36	30	0	29	1	Twice in a Day
2	Opal B	G+2	12	18	0	17	1	Twice in a Day
3	Opal C West	G+2	30	36	0	30	6	Twice in a Day
4	Opal C East	G+2	30	36	0	30	6	Twice in a Day
5	Opal D	G+3	32	58	0	34	8	Twice in a Day
6	Opal E	G+3	32	42	0	34	8	Twice in a Day
7	Beryl	G+1	25	36	0	42	13	Twice in a Day
8	Coral	G+1	20	24	24	20	6	Twice in a Day
9	Agate	G+2	30	46	44	53	4	Twice in a Day
10	Garnet A	G+2	29	30	30	26	6	Twice in a Day
11	Garnet B	G+2	30	30	30	26	6	Twice in a Day
12	Garnet C	G+2	30	30	30	26	6	Twice in a Day
13	Diamond	G+1	28	32	24	34	2	Twice in a Day
14	Emerald	G+2	12	18	12	18	0	Twice in a Day
15	Jade	G+2	32	36	18	35	1	Twice in a Day
16	Lapis	G+2	12	18	12	18	0	Twice in a Day
17	Pearl	G+2	12	18	12	18	0	Twice in a Day
18	Ruby	G+2	12	18	12	18	0	Twice in a Day
19	Sapphire	G+2	12	18	12	17	1	Twice in a Day
20	Topaz	G+2	12	18	12	18	0	Twice in a Day
21	Zircon A	G+2	30	30	30	26	6	Twice in a Day
22	Zircon B	G+2	30	30	30	26	6	Twice in a Day
23	Zircon C	G+2	30	30	30	26	6	Twice in a Day
24	Amber A	G+3	32	40	48	34	8	Twice in a Day
25	Amber B	G+3	32	40	48	34	8	Twice in a Day
26	Aquamarine A	G+3	32	40	40	34	8	Twice in a Day
27	Aquamarine B	G+3	32	40	32	42	0	Twice in a Day
28	Jasper	G+3	32	40	32	42	0	Twice in a Day
29	Hostel Office	G+0	03	0	2	2	0	Once in a Day
	Total		721	882	564	809	117	j
30	Hostel Guest/Book	G+0	09	10	0	02	08/10	On required
	House (addable							basis
	Future)							
I-b	Sweeping office area (on Daily ba	asis all day	s incl.	-1	300 Sqm	<u> </u>	On Daily Basis
	Sundays/Holidays)	. ,				1		,



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2	Sweeping, Mopping etc all Floors of 02 Girl Hostels (Opal D & E) (on Daily basis all days incl. Sundays/Holidays)	1800 Sqm	On Daily Basis
3	surrounding of all the hostel buildings including common areas, open spaces, terrace of all buildings all roads & drains etc.	Site visit of the nostel zone is must for quantifying the work involved	Bi Weekly, on Rotation basis to cover the entire hostel zone once
4	spaces, surrounding area of buildings, side & back spaces in between blocks and other area as identified & instructed by	Site visit of the nostel zone is must for quantifying the work involved	Weekly, on Rotation basis to cover the entire hostel zone once
5	Gardening& its Maintenance in OPAL Hostel, MEGA Mess 1 and 2 and watering of trees in the hostel zone	900 Sqm.	Once in three days basis.
II. SP	PECIAL WORKS:		
1	Disposal of dead animals from the campus. The work includes burying the animals at designated places in the campus (inside/outside) as directed by Hostel Authority. All the tools & materials required are in the scope of contractor.	Each 100	As Required
2	Spraying chemicals for mosquito/cockroach control inside hostel an also for fogging operation in the entire area. All as directed by the Hostel Authority. All the required chemicals will be provided by Hostel Authority	Each 200	As required
3	Removal of Honey-bee Hives/Kadhandu/Cobweb etc (on Requirement basis)	Each 100	As Required
4	Attending to blockage complaints on all days including holidays in the waste water/sewage disposal system inside & outside hostel buildings falling within the identified layout immediately on notice by the housekeeping group or on receipt of complaint from the Hostel Authority. Exclusive personnel shall be available to attend to these complaints. If the situation warrants, machinery shall have to be deployed to clear the block without delay/ All as per standard practice.		As Required
5	Transporting the garbage, horticulture waste .collected from the surrounding/open space/common areas/dustbins within the identifie layout by tractor having a capacity of minimum 120cft covering wit suitable net to avoid spilling during transport and unloading at the earmarked place on the northern side of NITT campus with an average lead of 2-3kms.		On Daily Basis
6	Conveyance of Earth, Sand, Gravel, Rough Stone, Broken Stone,	Per Load 100	As Required
	Brick bats (debris) etc. (on Requirement basis)		•
7	Complete Removal of accumulated Effluents from Septic tanks etc (as Required)	Cu.m 500	As Required
8	Deployment of Additional part-time Man power as & when required by HAC/ NITTH	l	As Required
9	Additional Services (Post-Storm Up-keep of Hostel Area -road buildings, surroundings) as when required as per recommendation		As Required



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Quantities are only indicative & minimum required and the Contractor has to consume Material every month (ensuring minimum specified above without carrying forwards; no extra shall be paid if more than the above is consumed). At least one month stock shall have to be maintained on any day and stock of consumables is subject to checking by Hostel Committee/HAC on any time. Shortage of any item, if found will attract a Penalty/Fine at twice the cost or at the discretion of the authorities.

Signature of the Bidder with Name and seal



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ANNEXURE –IV:

FEED BACK CERTIFICATE FROM HOSTEL STUDENTS/COMMITTEE FOR PERFORMANCE EVALUATION OF CONTRACTORS

NAME OF HOUSE KEEPING CONTRACTOR:

S	Types of Works	Performance Scoring by Hostel Students/Committee (Online					
No		Feedback Scoring Preferred)					
		Very	Good	Average	Bad	Very Bad	Remarks
		Good	4.00-	3.00-	2.00-	1.00-1.99	
		4.51-5.00	4.50	3.99	2.99		
1	Quality of Cleanliness						
2	Punctuality& Schedule of						
	Cleanliness						
3	Frequency of Cleanliness						
4	Quality of Materials,						
	Equipments-Tools/Men-power						
	(Sufficient Quantity of						
	BIS/Standard Quality)						
	Total Marks Scored (Out of						
	Maxm 20 as above)						
5	Comments, if any			•			

Score: 4.51–5.00 Very Good; 4.00–4.50 Good; 3.00–3.99 Average; 2.00–2.99 Bad; 1.00–1.99 Very Bad.

Student Representatives RSC Steward Warden

<u>Details of Works</u>: As in Annx. II of Tender (Bill of Quantities).

DEDUCTIONS BASED ON MONTHLY PERFORMANCE SCORE

SNo	Monthly Performance Score	Deductions from Monthly Bill Amount
1.	4.51-5.00 (90-100% Satisfaction) Very Good	Nil
2.	4.00–4.50 (80-89.99%Satisfaction) Good	Nil
3.	3.00-3.99 14 (60.00-79.99% Satisfaction) Average	15%
4.	2.00-2.99 (20.00-39.99% Satisfaction) Bad	30%
5.	1.00-1.99 (10.00-19.99% Satisfaction) Very Bad	45%

<u>Note:</u> <u>Score below 1.00-Nil Payment</u>; Bill with Monthly Performance Score will be submitted by 7th of subsequent month. Bill amount will be passed after Deductions based on Monthly Performance Score as above (both online & hard copy signed by Hostel Committee& Contractor's Rep).

I / We agree to the above terms and conditions.

Signature of the bidder with Name and Seal
Name
Designation
Seal



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ANNEXURE - V

CONTRACT AGREEMENT

THIS DEED OF AGREEMENT is made on the day of	between the Chief
Warden, Hostel Administration Committee, National Institute of Tech	nology-Trichy Hostels,
Tiruchirapalli – 620 015, hereinafter referred to as the "CLIENT" which expre	ession shall wherever the
context so admits or permits, mean and include Chief Warden/HAC, its ex	accutors, administrators,
successors-in-interest and assigns, as ONE PART and	(name &
address), aged about years hereinafter referred to as the "CONTRACTO	
shall wherever the context so admits or permits, mean and include their heirs, ex	xecutors, administrators,
legal representative and assigns, as OTHER PART.	
Whereas the CLIENT acts as a facilitator to provide various facilities to the s	tudents (about 5300No)
staying in "NITT Hostels" And, Whereas the CLIENT invited tender on	for outsourcing of
Housekeeping and Other Services in the Hostel Area, whereas the Contrac	tor had submitted their
tenders on Tender evaluation committee of the CLIENT I	nad finalized tender and
held discussions with the CONTRACTOR subsequently. Whereas the CL	LIENT scrutinized their
quotation and negotiated various terms and conditions and appointed the COI	NTRACTOR to provide
Housekeeping and Other services for a period of one year from t	o Terms and
conditions mentioned hereinafter, is hereby confirmed as having been agreed to	between the respective
parties as under:	

Scope of Works: As mentioned in Section-B.

- 1. <u>Regular Works in Hostel Areas: All Inclusive Rate Per Month for Total Tender Period will be</u>

 <u>Ouoted</u> (Incl. Taxes/Duties/Levies of State-Central Govt.-Local Bodies/Materials, Equipment/Tools/Vehicle/Fuel, Men-power etc;
 - a) Cleaning, Scrubbing, Washing, Mopping appropriately, all Water Closets, Wash basins, Bathrooms, Urinals, WC/Lavatories, Dustbins, Mirrors, Floors, Verandah, Doors, Walls of all Hostel area Toilets with brushes, pressure pipes, detergents, bleaching powder, acids, desinfectants etc., Twice a day on Daily basis all days incl. Sundays/Holidays (deep Cleaning & Scrubbing Weekly once); Weekly removal of Cobwebs; Weekly placing of minm 03 Naphthalene balls in each Urinal & Wash basin and Monthly placing of Odonil in Toilets
 - b) Collection, Segregation (bio-degradable & non-bio-degradable wastes at source), Loading, Transportation of Garbage, loose materials, papers, plastics, weeds/herbs/shrubs//trees, cow dung, carcasses etc., on Daily basis from Hostel Areas in suitable Capacity Van/Tractor (covered with suitable net to avoid spilling during transport) and Unloading & Disposal at specified Pits identified by NITT for bio-degradable wastes and outside the campus for non-bio-gradable wastes.
 - a) Sweeping, Mopping etc all Floors of 02 Girl's Hostels Once a day on Daily basis all days incl. Sundays/Holidays.



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b) Gardening & its Maintenance in Opal Hostel and Mega Mess 1& 2 and watering of trees in the Hostel Zone.

c) Up-keep of Hostel Areas incl. roads, berms, pavements, drains, surroundings including sectioning undulated grounds etc., clearing weeds/herbs/shrubs/trees/ grass/vegetation, unwanted things etc. incl. walls, terraces of buildings on daily basis covering specified area every day, in a such a way that the entire hostel zone is cleaned once in a week.

<u>2. Special Works in Hostel Areas: All Inclusive Rate Per Time for Total Tender Period will be</u>
<u>Quoted</u> (Incl. Taxes/Duties/Levies of State-Central Govt.-Local Bodies/Materials, Equipment/Tools/Vehicle/Fuel, Men-power etc;

- a) De-Silting the drains in Hostel Areas by sectioning accumulated earth, disposing off removed earth, levelling the berms as protection to the road edges or to the identified places. Attending without delay, Blockage Complaints in all Water Drain Systems both inside & outside buildings on Requirement basis.
- b) Removal of Carcasses in Hostel Areas & their Disposal/Burial <u>as and when required</u> as per regulations.
- c) Complete Removal of accumulated Effluents from Septic tanks in Hostel Areas on Requirement basis. This includes removing, refixing septic tank cover slabs in same position, disposal of effluents at appropriate places.
- d) Spraying/Fumigation, Anti-Flies & Ant-Insects with appropriate & Safe Chemical treatment (against mosquito, cockroach, ticks, insects etc) during sunset or early morning in Hostel areas incl. inside & outside of Buildings, Water Stagnant, Bushy, Manhole chambers, Gully trap areas, Monthly Once during extended rainy season (July to December) and on Requirement basis for other periods. Competent & Experienced person should be deployed for this purpose.
- e) Post-Storm up-keep of Hostel Areas incl. roads, berms, pavements, drains, Hostel areas-buildings and surroundings, clearing weeds/herbs/shrubs/fallen trees-branches/grass/vegetation, unwanted things etc on Requirement basis.
- f) Removal of Honey-bee Hives/Kadhandu/such insects of any size/magnitude completely, from any level/height of the building in Hostel Areas without any disturbance to occupants of the buildings and with Safe working/technology on Requirement basis.
- g) Conveyance of Earth, Sand, Gravel, Rough Stone, Broken Stone, Brick bats (debris) etc in Hostel Areas on Requirement basis.
- h) Deployment of Additional part time manpower in Hostel Areas as & when required by CLIENT.
- i) Additional Services in Hostel Areas, as & when required, as per recommendations of Medical/Health Officers.
- 2. The CONTRACTOR shall be required to furnish an interest free Security Deposit of **Rs.10,00,000/-** (**Rupees Ten lakh only**) as detailed in **Section E** of the Tender document. CONTRACTOR failing to honour any of their commitments under the agreement or in respect of any amount due from CONTRACTOR to the CLIENT, appropriate amount will be deducted from the security deposit. The guarantee amount shall be payable without demand to the CLIENT and without any condition whatsoever. **Said Security deposit** shall be refunded after the expiry of agreement or termination of Contract after adjusting applicable deductions, if any.



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3. That the CONTRACTOR shall give utmost attention to provide Good Quality Services-Quality, Punctuality, Frequency of Cleanliness& Hygiene, Quality of Materials, Equipment, Tools without giving any room for Complaint/Negative Feedback from Students & Hostel Committee.

- 4. That the CONTRACTOR shall provide **Housekeeping and Other Services as per Scope (Section-B) and Bill of Quantities (Annexure-II)** or advised by the CLIENT from time to time which is at the sole discretion of the CLIENT.
 - a. That the Contractor shall maintain hygienic atmosphere. Experienced/trained staff shall be available to supervise Housekeeping and Other Services. The CLIENT reserves the right of inspection relating to Quality, Punctuality, Frequency of Cleanliness& Hygiene and Quality of Materials/Equipments/ Tools at any given point of time who shall also be sole judge about the Housekeeping & Other services. The CLIENT also reserves the right to appoint a Committee/Squad comprising of Students, Staff, Wardens for above purposes. In case of Quality of Services is poor or not adhering to contractual conditions, the Committee shall be free to impose Penalty as deemed fit on the CONTRACTOR and as per Penalty Clause detailed in Section H (26). Such penalty shall be adjusted against the payments due to the CONTRACTOR. CLIENT reserves the right to send the samples to the Govt. approved Laboratories for conducting Microbiological/Pathological tests.
 - b. That the Contractor shall provide Housekeeping & Other services as per the Bill of Quantities as per **Annexure-II** (**Refer Tender document**). The CLIENT reserves the right to modify the Services and revise the same at its discretion in consultation with the CONTRACTOR to suit the Objectives and requirements.
 - c. That the CONTRACTOR shall be responsible for the arrangements of Materials/ Tools/Equipments etc at his costs/liability.
- 5. The Client shall provide electricity and water which should be used judiciously. In case of unavoidable disruption in water supplies such as pipe line breakage and problems related to pumping of water etc., the Contractor has to make his/her own arrangements at his/her cost for availability of water. That the Contractor shall pay a nominal License fee of Rs.12,500/-per month and maintenance charges Rs.5000/-per month for the premises (incl. of GST). Electricity charges shall be paid by the Contractor as per meter readings at TNEB commercial tariff. Water charges shall be paid as per water meter readings.
- 6. The CONTRACTOR shall engage sufficient number of competent& experienced Employees (i.e. Supervisors, unskilled workers etc.) for running the Housekeeping & Other Services. Supervisor must be available during working hours and preferably knows English/Hindi etc. Expenses on account of payment of Salary/Wages/Food/Uniform/ Personal Protective Equipment and other benefits including statutory payments like PF, ESI, EDLI, EPS, Holiday wages, Gratuity, Bonus etc., to the employees engaged by the CONTRACTOR shall be borne by the CONTRACTOR himself and not by HAC. The CONTRACTOR shall have full control over his employees including the right to appoint, determine service conditions, discharge, dismiss, or otherwise terminate their services at any time.



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7. The CONTRACTOR shall be solely responsible for any claim arising out of employments.	ient
or termination of employment of his employees and for statutory payments. It is agreed that there is	s no
employer-employee relationship between the CLIENT and e CONTRACTOR's employees in anyw	/ay,
whatsoever and the CONTRACTOR has to carry out their business as an independ	lent
CONTRACTOR. M/s shall be an independent entity and not employee of	the
CLIENT. M/sshall be solely responsible for all acts of commission or omission	ı of
their employees.	

- It is the CONTRACTOR's sole responsibility to comply with various statutory and non-8. statutory obligations such as Labour License (under Contract Labour Regulation & Abolition Act, 1970 and Prohibition of Child Labour Act 1996) etc., and shall produce relevant Records for verification within a fortnight from the date of signing this contract failing which the contract is liable to be terminated. Other statutory obligations arising from Local bodies Act, Public Health Act, Payment of Minimum Wages Act, Workman Compensation Act, Employees Provident Fund Act, Employees State Insurance Corporation Act, ST/GST Act, Payment of Bonus Act, Tamil Nadu Industrial Establishment (National Festival& Holidays) Act 1958 and other Rules etc., framed thereunder or any other Laws and Rules as may be applicable from time to time, have to be fully complied with and furnish proof for such compliance to the CLIENT every month or at such intervals as may be called upon. Compliance with the stated statutory/ non-statutory obligations falls within the scope of the CONTRACTOR. Meeting of all statutory and non-statutory benefits/obligations shall be the scope of the CONTRACTOR and the CLIENT is indemnified from any action (s) being brought against the CONTRACTOR for non-compliance by the CONTRACTOR. The CONTRACTOR should submit Unskilled, Semiskilled, Skilled worker's PF & other statutory payment copies along with next month Housekeeping& Other Services bill.
- 9. Employees of the CONTRACTOR cannot reside in the place of work except for urgent requirements for which necessary written Permission should be obtained (overnight stay etc in the Hostels).
- 10. That the Contractor shall issue uniforms for all the staff employed by him and shall provide an identification badge embossing name of such staff. Cost of providing uniforms, laundry etc shall be the responsibility and scope of work of the Contractor.
 - a. The Contractor shall employ such personnel who are **medically fit** and above the age of 18 only. Client has the right to direct the Contractor to remove from the premises such of his personnel who may be physically, hygienically, clinically or medically found to be unfit. Contractor should ensure that the employees are free from communicable diseases. **Medical certificates** to this effect should be available for inspection by the authorities. If any workers are found medically unfit, he/she may not be given permission to continue his/her duties and Contractor has to replace him/her immediately without fail. Client will not be liable for any medical attention, injury / loss of life of the persons engaged by the Contractor in their works. Contractor shall be responsible for providing



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at his own expense for all precautions to prevent any damage or loss. A suitable insurance coverage for the staff shall be arranged by the Contractor at their cost towards compensation of any damage/loss to their workmen as per legal provisions.

- b. Contractor is required to maintain **details of all his/her employees**. Name of the workers, age, designation, nature of work performed and their photographs shall be submitted to the Client in the prescribed format. In general, <u>for Girls Hostels (Opal & Beryl)</u>, **female workers** should be <u>employed for said Services</u>. Contractor shall not employ any workers whose track record is not good. They should not have been involved in any crime/offence/**police case**/previous history of misbehaving with the Students/Staff. Storage/consumption of any alcoholic drinks/liquor by the worker is strictly prohibited. Smoking/consuming tobacco etc., are also prohibited.
- c. Contractor shall be responsible for the **proper conduct and behavior of the workers** engaged. Contractor and his/her workers have to behave politely with the Students/Staff. If it is found that any worker has misbehaved with any of the Students/Staff, he/she has to take remedial action as suggested by the Client.
- d. Contractor's Workers shall maintain good discipline and relationship within the Client's campus. In the event of any complaint or commission of an act of misconduct by the employees of the Contractor, the Contractor shall take prompt action, including removing said employee from the premises. Contractor shall deal with all disputes relating to their employees without involving the Client. Any act by the Contractor or their employees bringing disrepute to the Client shall warrant automatic cancellation of the Contract. Decision of the Client in this regard is final and binding on the Contractor.
- e. That any employee deployed by the Contractor in the premises, becomes liable for **suspension or dismissal** by the Client due to his malactions, disobedience or misconduct. The Contractor shall accept the decision of the Client as final and shall abide by such decisions. In such an event, the Client shall not in any way be liable for any claim made by the concerned employee of the Contractor for wages or damages and the Contractor shall keep the Client Indemnified.
 - f. Liability/responsibility in case of any accident causing injury/death to Worker (s) or any of the Student/Staff shall solely belong to the Contractor. Client shall not be responsible by any means in such cases. Contractor shall be responsible for providing, at his own expenses, all precautions & safety measures etc to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.
- 11. That the CONTRACTOR shall be responsible for proper Housekeeping & Other Services in Hostel area as specified in **Annx-II** (Bill of Quantities/Details of Works) and **Section-B** (**Scope**). CONTRACTOR is also responsible for all Safety Measures/Municipal Standards in their works incl. proper disposal of all wastes/materials/gases without environmental or other hazards. Contractor shall be responsible for all such hazards and shall bear complete expenditures incl. medical treatment of the



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hostel inmates. In addition, penalty may be imposed on the Contractor as decided by the HAC/NITTH for such incidences.

- 12. During Vacation, Hostels will remain Vacant and few Hostellers remain in Hostels (about 33% in Winter Vacation and less than 25% in Summer Vacation). Hence, CONTRACTOR shall provide Housekeeping & Other Services at 50% level. If there is increase of Students beyond 50% as determined by Diners Strength in Vacation Messes, then % of Services/Strength should be increased proportionately which will be decided jointly.
- 13. Contractor shall provide additional Services as per recommendations of the Medical/Health Officers.
- 14. Materials/Tools/Equipments are to be of good quality and hygienic. Not following CLIENT's suggestions/instruction in such matters shall be considered as violation of terms& conditions of agreement and shall invite penalty for the same. CONTRACTOR shall use only branded and standard Materials etc as given by the CLIENT in **Annexure III** (**B**). CONTRACTOR should procure the required Materials etc from standard shops.
- 15. Contractor or his Supervisor is required to be present during working period.
- 16. Hostel Committee consisting of Students, Staff& Warden will check all Materials brought to the Hostels and monitor Housekeeping & Other Services. In the event of the quality of Services being poor or not adhering to contractual conditions, they/HAC-NITTH will be free to impose Penalty as deemed fit on the CONTRACTOR and as per penalty clause.
 - a. Rate finalized and agreed upon by the CLIENT shall remain unchanged for the agreement period. Monthly payment to the CONTRACTOR will be made by the HAC after submission of actual Bill with details, proof of payment of statutory obligations like Wages, ESI, EPF etc to the employees through the Bank. That the CONTRACTOR shall be paid "All-Inclusive Tendered Rate as specified in Annx II which includes all Services, Materials/ Tools/ Equipment, Vehicle/Fuel & Men-power, statutory duties, levies, taxes etc and no additional cost is payable or reimbursable by the CLIENT. CONTRACTOR shall also furnish a certificate in every Bill to the effect that the amount claimed is inclusive of Wages, GST, duties & levies etc and dispute if any, arising on that score, will be settled amicably between the CONTRACTOR and the Authorities concerned without involving the CLIENT as a party to the dispute. During the currency of the contract if there are any revision in any of the statutory payments, levies etc., then it is the responsibility of the CONTRACTOR to adhere to the new regulations without approaching the CLIENT for revision of rates. Rates shall remain firm for this contract period of One year and No escalation of price whatsoever would be allowed during the pendency of the contract.
 - b. CONTRACTOR shall submit the bill every month on or before 10th of subsequent month. Upon submission of completed Bill with various documents, Feedback etc., Payment will be made in fifteen days from the date of receipt of the bill after deducting the amount towards rent,

Signature of the Bidder

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electricity, water charges, TDS and Penalty etc. HAC will not provide any advance for any reason whatsoever. In the event of delay of payment due to any query, objection or dispute with regard to any bill or part thereof, the CONTRACTOR shall not be entitled to any interest.

- c. CLIENT reserves the right to carry out **Post-payment Audit of final bills** including all supporting vouchers, abstracts etc. and enforce recovery of any sum becoming due as a result thereof. However no such recovery shall be enforced after three years of passing of the final bill.
- d. If Students Feedback is Below Average for two consecutive months, contract can be terminated.

17. PENALTY CLAUSE:

Failure to provide Housekeeping & Other Services in terms of Quality, Punctuality & Frequency of Cleanliness and Quality of Materials, Equipments-Tools as per the Tender will attract Penalties specified in the Tender. For not adhering to Contractual terms & conditions, Hostel Committee/HAC shall be free to impose Penalty as deemed fit on the CONTRACTOR. Penalty imposed shall be adjusted against payments due to the CONTRACTOR. <u>PENALTIES are based</u> on Student Feedback, Hostel Committee and HAC and specified in Section-H (26).

- 18. It will be the sole responsibility of the CONTRACTOR. alone to execute the entire contract on his own. The CONTRACTOR shall not assign/transfer the contract to any other person or persons and shall not sublet/ assign any of the services to the other parties.
- 19. **No amendment of any portion of this agreement** shall be valid or binding upon the parties thereto unless the same is approved in writing by the authorized representative of each of the parties.
- 20. CLIENT reserves the right to review and modify the terms and conditions based on necessity with the consent of the CONTRACTOR.
- 21. <u>Period of the Contract</u>: Selected Contractors shall provide Housekeeping & Other Services for a period of one year as per terms & conditions in **Section-H**. The Contract may be extended for further period of One Year, extendable on Satisfactory Performance, at same rate, terms & conditions and at the sole discretion of the Chief Warden/ HAC.
- 22. <u>Termination of Contract</u>: Notwithstanding anything contained in the terms and conditions, the CLIENT shall be at liberty to terminate the contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the CONTRACTOR may terminate his/her contract by giving 60 days clear notice ending with the expiry of the month of contract. In this case he/she will be debarred for participating in further Housekeeping & Other Services' Tender process of NITT Hostels for 03 years. Subsequent to his/her termination notice, 50% of one month rent will be charged/deducted from the CONTRACTOR and Penalty of Minimum of Rs.20,000/- and Maximum of Rs.1 lakh (including the cost of retendering) will be levied from his/her security deposit.

That if the CONTRACTOR fails to operate the contact or comply with any of the contractual obligations, CLIENT reserves the right to get the same done by any another agency at the CONTRACTOR's Cost & Risks apart from recovery of a penalty.



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23. <u>Damage, loss and injury to Students/Staff/Property</u>: The CONTRACTOR shall at his own expense, reinstate and make good to the satisfaction of the CLIENT for any injury, loss or damage occurred to any Property, Students/Staff of the NITTH/Institution in execution or purported execution under the Contract.

- 24. In case, CLIENT be held liable for any loss, damage or compensation to any parties arising by the CONTRACTOR, such loss, damage or compensation shall be paid by the CONTRACTOR to the CLIENT together with the Costs incurred by the CLIENT on any legal proceedings pertaining thereto. Otherwise, CLIENT will be entitled to recover such damage/loss out of the outstanding bills or from the Security Deposit of the agency.
- 25. Contractor shall **maintain all registers and records** in proper manner and as required by the regulations of the various authorities concerned and indemnify the CLIENT from the consequences due to any inaccurate or faulty documentation on the part of the CONTRACTOR.
- 26. Contractor shall maintain **a suggestion book** for recording of suggestions for improvement of the Housekeeping & Other Services. Suggestions having the approval of the Hostel Committee/ HAC should be forthwith acted upon. Suggestion book should be kept open in Hostel Office/ Contractor's Office for inspection of Hostel Committee, HAC etc.
 - a. All Necessary personal safety equipments as considered adequate shall be made available by the Contractor for use by personnel employed on the site and maintained in a condition suitable for immediate use. Contractor shall take adequate steps to ensure proper use of equipments/tools/vehicle/fuels etc by those concerned. Special Emphasis will be laid on Mechanised/Automated Housekeeping& Other Services, Safety Norms incl. Fire Safety, proper operation of mechanical/electrical, fire-fighting equipments/tools etc. Contractor shall take appropriate safety measures against fire/other hazards etc and will be held responsible in case such incidents occur. Liability/responsibility in case of any Fire/Other Accident& Hazards causing injury/death to Workers/Student/Staff or damage/loss of Property shall be that of the Contractor. Client shall not be responsible in any means in such cases.
 - b. The Contractor shall not undertake **any alteration/addition in the premises** under any circumstances. Contractor must take prior permission from the Client before making any modifications to the facilities existing on the date of handing over in any Hostel Area or Surroundings at the Client's campus.
 - c. That it is agreed between the parties that no interest whatsoever in premises has been assigned by the CLIENT to the CONTRACTOR and the **possession of the premises will always be that of the CLIENT**, even when the premises are in use or occupation of the Contractor.
 - d. CLIENT/HAC reserves the right to review, modify, alter, add and delete any of the terms and conditions of the contract.



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27. **Force Majeure Clause**: In the event of *force majeure*, either party to the agreement will be absolved of its responsibilities under this agreement, subject to the condition that prevalence of such force majeure condition shall be brought to the notice of other party within 24 hours of occurrence. Where the force majeure eventuality continues to prevail for a period of more than one week from the date of occurrence, the parties will consult each other and come to a decision about the continuation of the agreement.

- 28. <u>Jurisdiction</u>: In the event of disputes, differences, claims and question arising between the parties hereto, arising out of this contract or anyway relating to any terms, conditions or provisions herein mentioned or validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or questions shall be referred to SOLE ARBITRATOR appointed by the CLIENT. Such arbitration shall be held in accordance with the provision of Arbitration and Conciliation Act, 1996 or reenactment thereof, for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of Courts at Tiruchirappalli.
- **29.** <u>Signing of Contract</u>: Each Contract document shall be signed by the Contractor with his usual signature. Contract by a company shall be signed with name of the Company by a person authorized in this behalf or power of attorney or others. Satisfactory proof, showing that persons signing the contract documents on behalf of the company is duly authorized to do so, shall accompany the contract.

Apart from above, Tender and all the terms and conditions detailed in the Tender shall be deemed to the part of this contract agreement.

ANNEXURE FORMING PART OF THE AGREEMENT/CONTRACT: TENDER, INTEGRITY PACT & AGREEMENT

SIGNATURE OF CLIENT	SIGNATURE OF CONTRACTOR	
Seal:	Seal:	
Date:	Date:	
Witness with Signature & Address	Witness with Signature & Address	
1.	1.	
2.	2.	

CICLIANTINE OF CLIENT



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ANNEXURE - VI Integrity Pact

To:

The Chief Warden/Client,
Hostel Administration Committee (HAC),
National Institute of Technology- Tiruchirappalli Hostels (NITTH),
Thanjavur Main Road, Trichy – 620 015.

Sub: Submission of Bid for the Work of "Outsourced Housekeeping& Other Services" at NITTH.

Dear Sir,

I/We acknowledge that Client/HAC, Tiruchirappalli is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that Notice Inviting Tender (by Client/HAC) is an invitation to offer, made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which, I/We will stand disqualified from the tendering process.

I/We acknowledge that the MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of the conditions of the Client/HAC. I/We, confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when the tender/bid is finally accepted by Client/HAC, NITTH-Tiruchirappalli. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Client/HAC, NITTH-Tiruchirappalli shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender /bid is in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the Bidder and same Signatory competent/authorized to sign the Contract on behalf of Client/HAC-National Institute of Technology Hostels, Trichy.

Signature of the Bidder

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INTEGRITY AGREE	EMENT	
This Integrity Agreement is made at Trichy on this	day of	2019.
BETWEEN		
HAC/National Institute of Technology Hostels, Trichy repre (hereinafter referred as the 'Principal/Client' which expressi or context hereof include its successors and permitted assign	ion shall unless repu	
AND		
	(N	ame and Address of the
Individual/firm/company-details of duly authorized signate (hereinafter referred to as the "Bidder/Contractor" which meaning or context hereof include its successors and permitted.	expression shall u	· ·
PREAMBLE:		
WHEREAS the Principal/Client has floated the Tender (No as "Tender/Bid") and intends to award, Contract for		
as the "Contract".		
AND WHEREAS the Principal/Client values full compliant regulations, economic use of resources and fairness/transpar Contractor (s).		
AND WHEREAS to meet the purpose aforesaid, both the paragreement (hereinafter referred to as "Integrity Pact" or "shall also be read as integral part and parcel of the Tender	'Pact"), the terms a	nd conditions of which

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnessed, as under:

Article 1: Commitment of the Principal/Client:

Parties.

- 1. The Principal/Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Client, personally or through any of his/her family members, will in connection with the Tender or the execution of the Contract, demand, take a promise



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for or accept, for self or this person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal/Client will, during the Tender process, treat all Bidder (s) with equity and reason. The Principal/Client will, in particular, before and during the Tender process, provide to all Bidder (s), same information and will not provide to any Bidder (s) confidential/additional information through which the Bidder (s) could obtain an advantage in relation to the Tender Process or the Contract execution.
- c. The Principal/Client shall endeavor to exclude from the Tender process, any person whose conduct in the past has been of biased nature.
- 2. If the Principal/Client obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the Principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Client will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal/laid down policies and procedures.

Article 2: Commitment of the Bidder (s)/Contractor (s)

- It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards and report to the Government/Institute all suspected acts of fraud or corruption or Coercion or Collusion, of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder (s)/Contractor (s) commit himself to take all measures necessary to prevent corruption. He/She commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - a. The Bidder (s)/Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Client's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the tender process or during the execution of the Contract.
 - b. The Bidder (s)/Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to Cartelize in the Bidding process.
 - c. The Bidder (s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder (s)/Contractor (s) will not use improperly (for the purpose of competition or personal gain), or pass on to others any information or documents, provided by the



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Principal/Client as part of business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder (s)/Contractor (s) of foreign origin shall disclose names and address of agents/ representatives in India, if any. Similarly Bidder (s)/Contractor (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign Bidder/Contractor or the foreign Bidder/Contractor directly could Bid in a Tender but not both. Further, in cases where an agent participate in a tender on behalf of one Manufacturer, he shall not be allowed to quote on behalf of another Manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidder (s)/Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder (s)/Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practices (means willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests).
- 5. The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Corrective Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Client under law or the Contract or its established policies and laid down procedures, the Principal/Client shall have the following rights in case of breach of this Integrity Pact by the Bidder (s)/Contractor (s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Client's absolute right:

1. If the Bidder (s)/Contractor (s), either before award or during execution of Contract has committed a transgression through violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, Principal/Client after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder (s)/Contractor (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. Imposition and duration of the exclusion will be determined by

Signature of the Bidder

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the severity of transgression and determined by the Principal/Client. Such exclusion may be forever or for a limited period as decided by the Principal/Client.

- 2. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Client has disqualified the Bidder (s) from the Tender process prior to award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3 (1), the Principal/Client apart from exercising any legal rights that may have accrued to the Principal/Client, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder (s)/ Contractor (s).
- 3. **Criminal Liability:** If the Principal/Client obtains knowledge of conduct of a Bidder/Contractor, or of an employee or a representative or an associate of a Bidder/Contractor which constitutes corruption within the meaning of Indian Penal Code (IPC)/Prevention of Corruption Act, or if the Principal/Client has substantive suspicion in this regard, the Principal/Client will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India, that could justify his exclusion from the Tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder as deemed fit by the Principal/Client.
- 3. If the Bidder can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Client may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

- 1. The Bidder (s)/Contractor (s) undertake (s) to demand from all subcontractors, a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation (s) of the principles laid down in this agreement/pact by any of its Sub-contractors/sub-bidders.
- 2. The Principal/Client will enter into Pacts, on identical terms as this one, with all Bidders and Contractors.
- 3. The Principal/Client will disqualify Bidders, who do not submit duly signed Pact between the Principal/Client and the Bidder along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact for Claims:



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This Pact begins when both the parties have legally signed it and expires twelve months after the completion of works under the contract or till the continuation of defect liability period, whichever is more. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Client/HAC, NITTH Trichy.

Article 7: JURISDICTION, RIGHTS INCL. LEGAL RIGHTS:

All rights and remedies of the parties hereto, shall be in addition to all other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will also subsist and has precedence besides Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

- 1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Institute i.e. Tiruchirappalli of the Principal/Client, who has floated the Tender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4. Should one or several provisions of this pact turns out to be invalid; remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. It is agreed terms and conditions, that any dispute or difference arising between parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Principal/Client in accordance with this Integrity Agreement/Pact or interpretation thereof, shall not be subject to arbitration.

IN WITNESS WHEREOF, the parties have signed and executed this Integrity Pact at the place and date

first above mentioned	d, in the presence of following witnesses:
	(For and on behalf of Principal/Client)(For and on behalf of Bidder/Contractor)
WITNESSES:	
1	(Signature, Name and Address)
2	(Signature, Name and Address)
Place:	

Signature of the Bidder

Date: