**NOTICE INVITING OFFERS**

**FOR**

**HIRING OF HOUSEKEEPING SERVICES**

**FOR BIT HOSTELS AT MAIN CAMPUS, MESRA**

A picture containing logo, emblem, symbol, trademark

Description automatically generated

**Tender Online Date: 16.05.2023**

**Last Date of Submission: 05.06.2023, before 3 pm**

**Mandatory to send Hard Copies, to be submitted before 05.06.2023, 3 pm**

**Patron, BIT Welfare Society**

**Office of the Dean (Student Affairs)**

**Birla Institute of Technology**

**Mesra, Ranchi -835 215**

**Email:** [**adosa-hm@bitmesra.ac.in**](mailto:adosa-hm@bitmesra.ac.in)

A picture containing logo, emblem, symbol, trademark

Description automatically generated**BIT Welfare Society**

**Birla Institute of Technology**

**mesra, ranchi - 835215**

**Invitation for Offers**

Ref No.: DSA/Office/2023-24/01 Date:16.05.2023

Birla Institute of Technology, Mesra was established in 1955, is a premier technical Institute and Deemed to be University u/s 3 of UGC Act, 1956, with its registered office located at Mesra, Ranchi-835215 (Jharkhand). More details about the Institute may be seen at our website “www.bitmesra.ac.in”. A top-notch academic infrastructure, coupled with a lush green and pristine campus, spread across more than 700 acres, the main center is the dream destination for many students from across the country.

You are invited to submit your most competitive quotation for the Services required for Institute use.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Name of the work** | **Duration of**  **Contract** | **EMD (Rs.)** | **Single/ Two Bid** |
| 1. | HIRING OF HOUSEKEEPING SERVICES FOR BIT HOSTELS AT MAIN CAMPUS, MESRA | *One Year \** | Rs.3 Lakh | Two Bid |

***\* Extendable, subject to satisfactory services.***

1. The address for submission of Quotations and for obtaining further information:

**Patron, BIT Welfare Society**

**Office of the DEAN OF STUDENT AFFAIRS**

**BIRLA INSTITUTE OF TECHNOLOGY,**

**MESRA RANCHI-835 215 (JHARKHAND) - INDIA**

2. Bids must be accompanied by EMD amount specified for the work in the table above, payable at Ranchi and drawn in favour of Birla Institute of Technology, Mesra. EMD will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. In the event of the date specified for the Quotation receipt is declared as a closed holiday, the due date for submission of Offers will be the following working day at the appointed time.

3. Tenderer(s) shall enclose a self-attested Xerox copy of his/her valid registration, Sales tax, Income Tax Clearance, TIN, PAN, Audited turnover, Character Certificate (Proprietorship Companies), Labour License, EPF Registration, ESIC Registration, partnership deed etc.

4. The Vice-Chancellor, BIT Mesra reserves the right to accept or reject any or all quotations/offers either in part or in full or to split the order without assigning any reasons thereof.

Sd/-

Patron, BITWS

**TABLE OF CONTENTS**

|  |  |  |
| --- | --- | --- |
| **SECTION** | **CONTENTS** | **Page No.** |
| **Section 1** | **Notice Inviting Tender** | 2 |
| **Section 2** | **Bid Submission Form** | 4 |
| **Section 3** | **Bidder's Information** | 6 |
| **Section 4** | **Certificate of near relatives** | 9 |
| **Section 5** | **Instructions to the Bidders** | 11 |
| **Section 6** | **General Conditions of Contract (GCC)** | 19 |
| **Section 7** | **Special Conditions of Contract (SCC)** | 27 |
| **Section 8** | **Schedule of Housekeeping Services** | 30 |
| **Section 9** | **Price Schedule** | 41 |
| **Section 10** | **Forms** |  |
| **10.1** | **Form for Financial Capacity** | 47 |
| **10.2** | **Form of Articles of Agreement** | 48 |
| **10.3** | **Form of Performance Bank Guarantee** | 50 |
| **Section 11** | **Check List** | 53 |

**SECTION 2**

**BID SUBMISSION**

**BID SUBMISSION FORM**

*Date:*

**LETTER OF BID**

To

Patron, BIT Welfare Society

C/O – Office of Dean of Student Affairs

BIRLA INSTITUTE OF TECHNOLOGY, MESRA RANCHI-835 215 (JHARKHAND) - INDIA

Ref: Invitation for Bid No. DSA/Office/2023-24/01 Date: 16.05.2023

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

2. I/We offer to execute in conformity with the Bidding Documents for providing manpower for

**HOUSEKEEPING SERVICES to the hostels of the Birla Institute of Technology, Mesra, Ranchi-835215.**

3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. If our bid is accepted, I/we commit to submit a performance security in accordance with the Bidding

Documents.

5. I/We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept the highest-ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely, Authorised Signatory

(Authorised person shall attach a copy of Authorisation for signing on behalf of the Bidding company)

Full Name and Designation

*(To be printed on Bidder’s letterhead)*

**SECTION 3**

**BIDDER INFORMATION**

**BIDDER INFORMATION**

1. Name of Tendering Firm / Agency :

**(Attach certificate of registration)**

2. Registration & incorporation particulars of the Firm / Agency i. Private Limited

ii. Public Limited

iii. Any other – Please specify :

3. Name of Proprietor / Director(s) :

4. Full Address of Reg. Office (Local) : Telephone No. :

FAX No. : E-Mail Address :

5. Full Address of Reg. Office (Corporate) : Telephone No. :

FAX No. :

E-Mail Address :

6. Bank of Firm / agency :

with full address

Current Account Number : IFSC Code :

7. GST No :

**(Attach attested copy)**

8. PAN No :

**(Attach attested copy)**

9. Service Tax Registration No. :

**(Attach attested copy)**

10. E.P.F. Registration No. :

**(Attach attested copy)**

11. E.S.I. Registration No :

**(Attach attested copy)**

12. Financial turnover of the tendering Firm / Agency for the last 3 Financial Years:

|  |  |  |
| --- | --- | --- |
| **Financial Year** | **Amount**  **(Rs. in Lakhs)** | **Remarks, if any** |
| 2020-21 |  |  |
| 2021-22 |  |  |
| 2022-23 |  |  |

13. Description of similar work as invited in Bid, executed during the last five years (***Please furnish copies of completion certificate from the Organization) – As per Clause 2(d) Section 5):***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Description of Work**  **Executed** | **Actual Value of Work Order Executed** | **Details of client along with address and telephone** | **Start**  **Date** | **Finish**  **Date** | **Document evidence at Page No.** |
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1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of the contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the office of BIT Welfare Society to forfeit the Earnest Money/ Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the housekeeping services as per the directions given in the tender document/contract agreement.

**Date: Signature of the authorized person**

**Place:**

**SECTION-4**

**CERTIFICATE OF NEAR RELATIVES**

**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the Tender**

I , S/O , R/O

hereby certify that none of my relative(s) as defined in Section 12 of tender document is/are employed in BIT Mesra / BIT Welfare Society as per the details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BIT Welfare Society shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Signed

*For and on behalf of the Bidder*

Name (caps)

Position

Date

**SECTION-5**

**INSTRUCTIONS TO THE BIDDERS**

**INSTRUCTIONS TO THE BIDDERS**

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| 1 | **GENERAL INSTRUCTIONS** |
| 1.1 | For the Bidding / Tender Document Purposes, ‘BIT Welfare Society’ shall be referred to as ‘Client’ and the Bidder / Successful Bidder shall be referred to as ‘Contractor’ and / or Bidder or interchangeably. |
| 1.1.1 | The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. |
| 1.2 | The sealed bidding documents should be delivered in the office of the Dean (SA), BIT Mesra, Ranchi-835215 by the stipulated date and time. |
| 1.3 | The tender documents may be downloaded from this office website [www.bitmesra.ac.](http://www.bitmesra.ac.in)in. |
| 1.4 | While all efforts have been made to avoid errors in the drafting of the tender documents, the  Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained later on. |
| 1.5 | Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT. |
| 1.6 | The bidder shall attach a copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder. |
| 1.7 | All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of the Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected. |
| 1.8 | The Bidding Company should preferably be a Limited / Private Limited Company, registered under the Companies Act, 1956. |
| 1.9 | The parties to the Bid shall be the Bidder(s) (to whom the work has been awarded) and the BIT Welfare Society. |
| 1.10 | For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgment to BIT Welfare Society. The bidder shall be solely responsible for the consequences of any omission or error to notify the change of address in the aforesaid manner. |
| 1.11 | The requirements of housekeeping manpower are tentative and may increase or decrease at the sole discretion of the competent authority of the Client. |

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| 2 | **MINIMUM ELIGIBILITY CRITERIA** |
|  | The following shall be the minimum eligibility criteria for the selection of bidders technically. |
| a. | Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956, or JV/consortium, Proprietorship, Partnership, etc. Proof for supporting the legal validity of the Bidder shall be submitted. |
| b. | Registration: The Bidder should be registered with the Income Tax, GST Registration, and also registered under the labour laws, labour license, Employees Provident Fund Organization, and Employees State Insurance Corporation. |
| c. | Clearance: The Bidder should also have enclosed 3 Years ITR and updated Challan from Service Tax  Department. |
| d. | Experience: The Bidder should have experience in the similar field of providing housekeeping services in the Government Departments / Public Sector (Central or State) etc. for the last three consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client. The bidder has to submit the relevant work experience certificates to the tune of 03 works. |
| 2.1 | **Documents supporting the Minimum Eligibility Criteria** |
| (i) | In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of  Certificates of Incorporation issued by the respective registrar of firms/companies. |
| (ii) | In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN Registration, GST Registration, Service Tax Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable. |
| (iii) | In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of the Last three years returns from Service Tax Department, Income Tax Department shall be acceptable. |
| (iv) | In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs / reputed organizations shall be acceptable. |
| (v) | Attested copy of the audited balance sheets along with audit report for the completed three financial year i.e. for 2020-21, 2021-22 and 2022-23. (However, in support of 2022-23, an attested and signed copy of the provisional balance sheet shall be acceptable). |
| (vi) | Attested copy of manpower wages roll along with skilled category and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable. |
| 3 | **EARNEST MONEY DEPOSIT:** |

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| 3.1 | This bid should be accompanied by an Earnest Money Deposit of Rs.3,00,000/- (Rupees Three Lakh  only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of “BIT Welfare Society” and payable at Ranchi. |
| 3.2 | No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained. |
| 3.3 | Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof.  In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government. |
| 3.4 | The bids without Earnest Money shall be summarily rejected. |
| 3.5 | No claim shall lie against BIT Welfare Society in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit. |
| 3.6 | The bid security may be forfeited: |
| (i) | If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or |
| (ii) | In case of successful bidder, if the bidder: |
| (a) | Fails to sign the contract in accordance with the terms of the tender document |
| (b) | Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client. |
| (c) | Fails or refuses to honor his own quoted prices for the services or part thereof. |
| 4 | **VALIDITY OF BIDS** |
| 4.1 | Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids. |
| 4.2 | In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder. |
| 4.3 | The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof. |
| 5 | **PREPARATION OF BIDS** |
| 5.1 | **Language:** Bids and all accompanying documents shall be in English or in Hindi |
| 5.2 | **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of the requisite amount. |
|  | **Documents comprising the Bid:** |
| a. | Bid Submission Form duly signed and printed on Company’s letterhead (Section-2). |
| b. | Bidder's profile with undertaking |
| b. | Signed and Stamped on each page of the tender document. |
| c. | All Forms, duly filled and signed and stamped |
| e. | Earnest Money Deposit of Rs.3,00,000/- |

|  |  |
| --- | --- |
| f. | All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as  referred in Section-5. |
|  | The Technical Bid should then be kept in a separate sealed envelope, superscribed as “Technical Bid for Tender No. DSA/Office/2023-24/01 Date: 16.05.2023 with the Name and address of the Bidder. |
| 5.3 | Financial Bid: Bidder should prepare financial Bid in the Price Schedule as provided in the Tender  Document (Section 9). Then the financial bid should be kept in a separate sealed envelope, superscribed “Financial Bid for Tender No. DSA/Office/2023-24/01 Date: 16.05.2023 with the Name and address of the Bidder”. |
| 6 | **SUBMISSION OF BIDS** |
| 6.1 | The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed. |
| 6.2 | The Bid shall be submitted not later than 1500 hours of 05.06.2023 addressed to Patron, BIT Welfare Society, Office of the Dean (Student Affairs), Birla Institute of Technology, Mesra, Ranchi-835 215 (Jharkhand). |
| 6.3 | Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted. |
| 6.4 | Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However, the competent authority of the BIT Welfare Society reserves the right to extend the date/time for receipt of bids, before opening of the Technical Bids. |
| 6.5 | Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder. |
| 7 | **BID OPENING PROCEDURE** |
| 7.1 | The Technical Bids shall be opened by the Committee authorized by the competent authority of BIT Welfare Society. |
| 7.2 | The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. |
| 7.3 | After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document. |
| 7.4 | Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD,  by the Tender Opening Committee. However, the detailed evaluation shall be done only in respect of the Valid Bid. |

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| 8 | **CLARIFICATION ON TECHNICAL BID EVALUATION.** |
| 8.1 | The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client’s request for clarification and the response shall be in writing. |
| 8.2 | If a bidder does not provide clarifications of its bid by the date and time set in the Client’s request for clarification, its bid may be rejected. |
| 8.3 | Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1. |
| 9 | **TECHNICAL BID EVALUATION** |
| 9.1 | The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately. |
| 9.2 | **If required, the successful bidder may be called for a presentation in front of higher officials.** |
| 9.3 | **The qualifying criteria shall be 70% in Technical Evaluation. However, the Society reserves the**  **right to increase/decrease the qualification criteria, based on bids received.** |
| 9.2.1 | The technical bid evaluation shall be done based on the following criteria: |
| 9.2.2 | During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below: |

**(i) Number of years in Operations Max 25 Marks**

|  |  |  |
| --- | --- | --- |
| (a) | Upto 5 years | 10 Marks |
| (b) | More than 5 years and upto 10 years | 15 Marks |
| (c) | More than 10 years and upto 15 years | 20 Marks |
| (d) | More than 15 years | 25 Marks |

**(ii) Turnover (Last Financial Year) Max. 25 Marks**

|  |  |  |
| --- | --- | --- |
| (a) | Upto 5 crores | 10 Marks |
| (b) | More than 5 crores and upto 50 crores | 15 Marks |
| (c) | More than 50 crores and upto 100 crores | 20 Marks |
| (d) | More than 100 crores | 25 Marks |

**(iii) Number of Manpower on roll Max. 25 Marks**

|  |  |  |
| --- | --- | --- |
| (a) | Upto 5000 | 10 Marks |
| (b) | More than 5000 and upto 10000 | 15 Marks |
| (c) | More than 10000 and upto 15000 | 20 Marks |
| (d) | More than 15000 | 25 Marks |

**(iv) Quality Related Marks Max. 25 Marks**

|  |  |  |
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| (a) | ISO (Less than 5 years) | 10 Marks |
| (b) | ISO (5-10 years) | 15 Marks |
| (c) | Any other International Accreditation Certificate | 10 Marks |

|  |  |
| --- | --- |
| 9.2.3 | A Bidder should secure mandatorily a minimum of 70% marks (i.e. 70 marks out of total 100 marks  as per para 9.2.2) in Technical Evaluation in order to be a qualified bidder for being eligible for opening of financial bids. However, the final decision in this regard will be taken by the BIT Welfare Society. |
| 9.2.4 | The Bidder shall be required to produce attested copies of the relevant documents in support of  9.2.2 in addition to the documentary evidence of para 2.1 for being considered during technical evaluation. |
| 9.3 | A substantially responsive bid shall be one that meets the requirements of the bidding document in  totality i.e. by following the procedures of para 9. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected. |
| (i) | The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in  complete form. |
| (ii) | Receipt of valid EMD with the requisite amount in acceptable format. |
| (iii) | Documents in proof of meeting the minimum eligibility criteria. |
| (iv) | Any other documents as required to support the responsiveness of the bidder, as per tender. |
| 10 | **FINANCIAL BID OPENING PROCEDURE** |
| 10.1 | The Financial Bids of all the technically qualified Bidders shall be opened by the committee authorized for the purpose. |
| 10.2 | Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11. |
| 11 | **FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER** |
| 11.1 | The Bidder meeting the minimum eligibility criteria and quoted *L-1 rates* shall be deemed as the  successful Bidder for further process. |
| 11.2 | If there is a discrepancy between words and figures, the amount in words shall prevail. |
|  |  |
| 12 | **RIGHT OF ACCEPTANCE:** |
| 12.1 | BIT Welfare Society reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of BIT Welfare Society in this regard shall be final and binding. |
| 12.2 | Any failure on the part of the bidder to observe the prescribed procedure and any attempt to  canvass for the work shall render the bidder‘s bids liable for rejection. |
| 12.3 | The competent authority of BIT Welfare Society reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders. |
| 12.4 | In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the BIT Welfare Society reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders. |
| 12.5 | BIT Welfare Society may terminate the Contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. |

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| 13 | **NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’** |
| 13.1 | After determining the successfully evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him. |
| 13.2 | The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contract. |
| 13.3 | The time taken between the date of issue of LoA and the notice to Proceed shall not prevent the contractor to mobilize the manpower. |
| 14 | **RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)** |
| 14.1 | The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be  returned within thirty (30) days after opening of the eligible financial Bids. |
| 14.2 | The Earnest money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be  returned within thirty (30) days, on award of contract to the Successful bidder. |
| 14.3 | The Earnest money deposit of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to the opening of financial bids. |

**SECTION-6**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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| 1 | **DEFINITIONS** |
| 1.1 | **General** |
|  | In this Contract including the Schedules the following words and expressions shall (unless  the context requires otherwise) have the meaning assigned to them in this Schedule. |

|  |  |
| --- | --- |
| “Agreement” | The word “Agreement” and “Contract” has been used  interchangeably. |
| "Contractor" | The word "Contractor" and the "Successful Bidder' has been used  interchangeably. |
| Client | The work "Client" shall mean BIT Welfare Society |
| Party | The word “party” means the Successful Bidder to whom the work of  providing housekeeping services has been awarded and the Client. |
| Housekeeping Services | Shall mean Housekeeping services. |
| Letter of Acceptance | Shall mean the intent of the Client to engage the successful bidder for providing housekeeping services in its premises |
| Notice to Proceed | Shall mean the date at which the housekeeping services are to  commence in Client’s premises |
| ‘Confidential Information’ | shall mean all information that is not generally known and which is  obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value. |
| Termination Date | Shall mean the date specified in the notice of Termination given by  either Party to the other Party, from which the Contract shall stand terminated. |
| Termination Notice | Shall mean the notice of Termination given by either Party to the  other Party |
| Contractor | Shall mean the successful bidder to whom the work of providing  housekeeping services in Client’ premises have been awarded. |

|  |  |
| --- | --- |
| 1.2 | **CONFIDENTIALITY** |
| 1.2.1 | The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third  party any confidential information, proprietary information on the Client’s business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information. |
| 1.2.2 | If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies  / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries. |

|  |  |
| --- | --- |
| 2 | **PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)** |
| 2.1 | **The successful bidder within fifteen days of the acceptance of the LoA shall execute a**  **Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of BIT Welfare Society, payable at Ranchi. The Performance Bank Guarantee shall remain in force up to 60 days beyond the completion of the contract.** |
| 2.1.1 | Failure of the successful bidder to comply with the requirements of submission of Performance  Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of the bid and forfeiture of the earnest money deposit, in which case the Client shall make the offer to the other alternative bidder at the discretion of the Client. |
| 2.2 | The Bank Guarantee can be forfeited by order of the competent authority of BIT Welfare Society in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by BIT Welfare Society sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm’s bill has been received and examined. |
| a) | If the contractor is called upon by the competent authority of BIT Mesra to deposit Security and  the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and BIT Welfare Society shall be entitled to make other arrangements at the risk, cost and expense of the contractor. |
| b) | On due performance and completion of the contract in all respects, the Security Deposit will be  returned to the contractor without any interest on presentation of an absolute No Demand Certificate  in the prescribed form and upon return in good condition of any specifications, samples or other  property belonging to the Client, which may have been issued to the contractor |
| 3 | **NOTICE TO PROCEED** |
|  | After the acceptance of the LoA and securing Performance Bank Guarantee from the successful  bidder, Client shall issue the ‘Notice to proceed’, to the contractor authorising him to provide  housekeeping services in the Office at the specified locations. |
|  | **SIGNING OF CONTRACT AGREEMENT** |
| 4.1 | The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement  in accordance with the Articles of Agreement before commencement of the services. |
| 4.2 | Client shall prepare the draft Articles of Agreement in the Proforma included in this Document,  duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence. |
| 4.3 | The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement  within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed. |
| 4.4 | The competent authority of the Client shall sign the Contract agreement and return a copy of the  same to the successful bidder. |

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| 5 | **SERVICES REQUIRED BY THE CLIENT** |
| 5.1 | The Contractor shall be providing housekeeping services through housekeeping staff. All cleaning  material, consumables, chemicals and machineries shall be provided by the Contractor. |
| 5.2 | The Client shall pay the charges as agreed between the Client and the Contractor at the time of  bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process. |
| 5.3 | The Contractor shall provide housekeeping services in the Client’s premises to its entire  satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor’s obligations. |
| 6 | **COMMENCEMENT OF SERVICES** |
|  | The Contract shall become legally binding and in force only upon: |
| 6.1 | Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-6). |
| 6.2 | The Contractor shall commence housekeeping services in Client’s premises within 30 days from  the date of receipt of Notice to Proceed as set out in Clause 3 (Section 6) |
| 7 | **CONTRACTOR’S OBLIGATIONS** |
| 7.1 | The Contractor shall provide housekeeping services through housekeeping staff. The contractor will be responsible for the safety of the cleaning machinery provided by the client. The Contractor shall abide by assignments as provided by the Client from time to time. |
| 7.2 | The Contractor shall provide housekeeping services through its uniformed and trained personnel  for the performance of its services hereunder and these personnel and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid for by the Contractor. |
| 7.3 | The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in  respect of the deployed personnel to the concerned authorities from time to time. |
| 7.4 | The Contractor shall produce to the client the details of payments of benefits like bonus, leave,  relief, ESI, employer's contribution towards EPF etc. from time to time to its personnel. |
| 7.5 | The Client shall have the right, within reason, to have any personnel removed who is considered  to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted. |
| 7.6 | The Contractor shall cover its personnel under Insurance for personal accident and death whilst  performing the duty and the Client shall own no liability and obligation in this regard. |
| 7.7 | The Contractor shall exercise adequate supervision to reasonably ensure proper performance of  Housekeeping Services in accordance with Schedule of Requirements. |
| 7.8 | The Contractor shall issue identity cards / identification documents to all its employees who will  be instructed by the Contractor to display the same. |
| 7.9 | The personnel of the Contractor shall not be the employees of the Client and they shall not claim  any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement. |
| 7.1 | The Contractor shall also provide at its own cost all benefits statutory or otherwise to its  employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force. |
| 7.11 | The Contractor shall provide minimum of two sets each of summer and winter uniform to its  personnel at its own cost. |
| 7.12 | The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof  of the same should be submitted by the Contractor quarterly. |
| 7.13 | The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel. |
| 7.14 | Adequate supervision shall be provided to ensure correct performance of the services in  accordance with the prevailing requirements agreed upon between the two parties. |
| 7.15 | All necessary reports and other information shall be supplied immediately as required and regular  meetings will be held with the Client. |
| 7.16 | The Contractor shall not employ any person below the age of 18 years old. Manpower so engaged  shall be trained for providing services. |
| 7.17 | **Contractor’s Personnel** |
| 7.17.1 | The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to  supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof. |
| 7.17.2 | The Contractor shall submit its Organisation Chart, showing therein the details of key personnel  with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel. |
| 7.17.3 | The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including  proper name badges). |
| 8 | **CONTRACTOR’S LIABILITY** |
| 8.1 | The Contractor shall completely indemnify and hold harmless the Client and its employees against  any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the housekeeping services to the Client. |
| 8.2 | The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: |
| 8.2.1 | Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks; |
| 8.2.2 | Consisting of, caused by, resulting from or in connection with any loss, damage, destruction,  distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including  but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure,  corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or  any of its employees engaged in the provision of housekeeping Services to the Client. |
| 8.3 | The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part  thereof. In the event of the contractor contravening this condition, Client shall be entitled to place  the contract elsewhere on the contractor’s risk and cost and the contractor shall be liable for any loss  or damage, which the Client may sustain in consequence or arising out of such replacing of the  contract. |
| 9 | **CLIENT’S OBLIGATIONS** |
| 9.1 | Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the  required facilities at the location(s) where the housekeeping Services are to be provided to enable  Contractor’s employees to carry out the Services. |
| 9.2 | The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the  Client, made in writing by the Contractor in connection with the performance of the Services. The  Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the  Contractor’s employees or agents in connection with the Services as soon as possible after the Client  becomes aware of them. |
| 9.3 | To enable the Contractor to provide the housekeeping services, the Client shall ensure that their staff  is available to provide such assistance. |
| 9.4 | The Client shall not be under any obligation for providing employment to any of the personnel of  the Contractor after the expiry of the contract. The Client does not recognize any employee  employers relationship with any of the workers of the Contractor. |

10 **VALIDITY OF CONTRACT**

The contract, if awarded, shall be for a period of **ONE YEAR** from the date of signing of the Contract Agreement, In case of breach of conditions of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.  **The initial period of one year is further extendable subject to satisfactory services at the sole discretion of the office of the Client.**

11 **PAYMENTS**

11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the housekeeping services.

11.2 The prices in the Price Schedule shall be inclusive of any GST, service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

11.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.

11.4 The cost of the Contract shall be valid for the period of the contract i.e. initially for a period of **ONE YEAR**. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

11.5 After the expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

11.6 In addition to the Contract payments, the Client shall pay for any additional services required by

the Client, which are not specified in the Price Schedule.

11.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque/ECS Transfer.

11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax at source (TDS) or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

12 **FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

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

(i) War, hostilities, invasion, act of foreign enemy and civil war;

(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague; (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

12.2 the date of commencement of the event of Force Majeure;

12.3 the nature and extent of the event of Force Majeure;

12.4 the estimated Force Majeure Period,

12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

12.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13 **TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

13.2.1 In case of breach of any of the terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.

13.2.2 the Contractor does not provide housekeeping services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

13.2.3 the Contractor goes bankrupt and becomes insolvent.

14 **DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family. (b) Their husband or wife.

(c) The one is related to the other in the manner as father, mother, son(s), son’s wife (daughter-in- law), daughter(s) & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) and sister’s husband (brother-in-law)

15 **INSOLVENCY**

15.1 The competent authority of BIT Welfare Society may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided

always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain.

16 **CURRENCIES OF BID AND PAYMENTS**

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

17 **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

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

17.2 **Jurisdiction of Court:** This Contract is governed by the laws of the Republic of India and shall be

subject to the exclusive jurisdiction of the courts in Ranchi.

**SECTION-7**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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| 1 | The special conditions of the Contract shall supplement the “Instructions to the Bidders” as set forth in Section 5 and General Conditions of the Contract (GCC) as set forth in Section 6. |
| 2 | **INDEMNIFICATION:** |
|  | The successful bidder is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time. |
| 3 | **LABOUR LAW COMPLIANCES** |
| 3.1 | The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor. |
| (a) | All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed. |
| (b) | It is mandatory that the employees must be paid through bank/cheques only. |
| 3.2 | The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses. |
| 3.3 | The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws. |
| 3.4 | The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past ‘or’ may arise during the course of performance of contract. |
| 3.5 | The Contractor shall submit monthly returns as may be specified from time to time. |
| 4 | **OFFICIAL RECORDS:** |
| 4.1 | The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. In respect of all the staff deployed in Client’s office. |

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| 4.2 | The Contractor shall maintain a personal file in respect of all the staff who is deployed in  Client’s office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc. |
| 4.3 | The Contractor shall furnish an undertaking that within seven days of the close of every  month they will submit to Client a statement showing the recoveries of contributions in  respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners. |
| 4.4 | Each monthly bill must accompany the: |
| (a) | List of employees with their date of engagement |
| (b) | The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.) |
| (c) | Copies of authenticated documents of payments of such contributions to EPFO/ESIC |
| (d) | Declaration of the Contractor regarding compliance of EPF / ESIC / Bonus and other laws as applicable from time to time. |
| 4.5 | The Contractor shall also prepare a register indicating all payments / dues in respect of all the employees. |

**SECTION-8**

**SCHEDULE OF HOUSEKEEPING SERVICES**

**DEPLOYMENT OF MANPOWER**

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| --- | --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **AREA & LOCATION** | No. of Janitors (Tentative) | | No. of Supervisors | Site Manager |
| Morning shift | Evening shift |
| 1 | Hostel - 1 | 3 | 1 | 5 | 1 |
| 2 | Hostel - 2 | 3 |
| 3 | Hostel - 3 | 3 | 1 |
| 4 | Hostel - 4 | 3 |
| 5 | Hostel - 5 | 4 | 1 |
| 6 | Hostel - 6 | 5 | 1 |
| 7 | Hostel -7 | 5 | 1 |
| 8 | Hostel -8 (Girls) | 5 | 1 |
| 9 | Hostel – 9 (Girls) | 5 | 1 |
| 10 | Hostel - 10 | 5 | 1 |
| 11 | Hostel - 11 | 5 | 1 |
| 12 | Hostel - 12 | 4 |
| 13 | Hostel - 13 | 4 | 1 |
| 14 | Hostel - 14 | 2 |
|  | **TOTAL** | 56 | 10 | 5 | 1 |

***\* The Bidders are advised to inspect the site before filling in and submitting the bids to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof.***

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|  | In this Schedule of Requirements, the details of housekeeping services to be provided by the  Contractor and also other information, instructions of the Client and instructions to the Contractor’s employees posted at the Clients’ site and all such other aspect of the Contracts are to be mentioned. |
| 1 | **SCOPE OF WORK** |
| 1.1 | The scope of Work and the Schedule of services shall include all works but not be limited to cleaning (building, rooftop, surrounding, bathroom), sweeping, mopping of floors, dusting of furniture and equipment. Cleaning drinking water cooler areas including attached sinks and tiles etc. |
| 1.2 | The Contractor shall deploy all housekeeping staff at the Client office in the manner and as per the instructions of the Client. |
| 1.3 | The Contractor has to provide workforce in sufficient numbers to maintain the building as required and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Client. |
| 1.4 | The Contractor shall ensure that all housekeeping staff are fully conversant with the premises and  with the client’s business activities and its related housekeeping requirements. |
| 1.5 | The Contractor shall submit their own schedule of activities for approval of the Client for improvement of housekeeping services. |
| 1.6 | The building and its surrounding areas shall always be kept in well hygienically clean and disinfected conditions. |
| 1.7 | All the general and special machineries, as specified in the tender document shall be used for cleaning the premises as required and shall be arranged by the Contractor. |

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| 1.8 | The Client shall have the right to have any person removed who is considered to be undesirable or  otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted. |
| 1.9 | The Contractor shall cover its personnel under insurance for personal accident and/ or death whilst performing the duty. |
| 1.10 | The Contractor shall exercise adequate supervision to ensure proper performance of housekeeping services in accordance with the requirements. |
| 1.11 | The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement. |
| 1.12 | The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement. |
| 1.13 | The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. |
| 1.14 | The Contractor shall ensure that only those machineries are provided for executing housekeeping services in Client's premises that are technically brand-wise specified and defined in the tender document. The Contractor shall also ensure that the supplied machineries are brand new and are not used before. Sufficient documentary evidences in support viz. Detailed Purchase Invoices in respect of each of the machinery is produced to the Client. Failure to comply the instructions will result in termination of the Contract and decision of the competent authority of the Client shall be final and binding. |
| 1.15 | It shall be the sole responsibility of the Contractor to maintain the housekeeping services of  cleaning and maintenance of the Client's hostels at Mesra, Ranchi with housekeeping staff in the most hygienic, clean and standard way and in the manner as desired by the Client.  **In future, the contractor may be asked to provide an App based monitoring system which would assist in monitoring the task performed by the contractor. The app should ensure that students/ competent authority can raise any cleaning related issue via app (preferably by scanning QR Code near the site) and can track the action taken on it.** |
| 1.16 | The Contractor shall also ensure that all Building areas viz. Outer, Toilets, Floors, Basement, Main Entrances, Rooms, rooftop, Halls etc. are neat and clean every time and shall be maintained in the neat and tidy position every time. The grass encircling the hostel from all sides till the approach road should be properly and timely trimmed by the contractor’s staff. In case it is found that the housekeeping services are not rendered satisfactorily, it shall invoke the penalties clauses as defined in the tender document and the Client shall have the right to terminate the Contract besides forfeiting the performance bank guarantee submitted by the Contractor. |
| 1.17 | The Contractor shall also ensure in time that all the monthly requirements of Chemicals and  Cleaning Materials (Consumables), have been received on 1st of each month and as per the requirements to the Client's office in totality.  The manpower should work in two shifts, preferably from 6 am to 3 pm and 2 pm to 11 pm to ensure that cleaning standards are maintained in the hostel. |
| 1.18 | The Contractor shall ensure that |
| 1.18.1 | All toilets are provided with all consumables / items every time. |
| 1.18.2 | The stock of all the Cleaning materials / consumable / chemicals is maintained in Client's premises. |
| 1.18.3 | The stock details i.e. Receipt and Issue of the cleaning materials / consumables are maintained by  the Contractor's Supervisors / Facility Manager and are verified by the Controlling officer of the  Client on a day to day basis. |
| 1.18.4 | The Cleaning Material / Consumable / Chemicals are utlised to meet the full requirements of the office. |
| 1.19 | Contractor must provide standard and clean liveries to its employees / supervisors with their photo  identity cards properly displayed during duty time. No extra payments shall be claimed by the  Contractor or its deployed staff from the Client for such items. |

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| 1.20 | The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the  deployed manpower at Client’s office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client. |
| 1.21 | Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place. |
| 1.22 | Contractor shall deal with and settle the matters related with unions and shall make sure that no  labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard. |
| 1.23 | Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer’s Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard. |
| 1.24 | Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract. |
| 1.25 | Be it private or public areas, the Contractor’s employees shall be liable to be frisked/ checked by  the security personnel at Client premises or on duty at any time during performance of their duties. |
| 1.26 | Contractor’s employees shall perform their duties at the premises with due diligence and take all  precautions to avoid any loss or damage to the government property/person. |
| 1.27 | Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him. |
| 2 | **DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HOUSEKEEPING STAFF** |
| 2.1 | The Contractor shall deploy the required number of housekeeping staff for satisfactory  housekeeping services, sweeping, cleaning, mopping of floors, cleaning of washrooms, vacuuming of carpets, dusting, dusting of furniture etc.. of the Client. |
| 2.2 | The Contractor is required to quote prices for each of the category viz. Skilled (Facility Manager), Semi-Skilled (Supervisor), Unskilled (Housekeeping Staff), and machineries in the Price Schedule (Section 9) |
| 2.3 | The Contractor shall ensure that except that of the Service Margin (as defined in the Price Schedule) all other levies (Wages, Uniform, ESIC, EPF, Bonus etc.), which are charged to Client in the Price Schedule are passed on to the deployed housekeeping staff as their monthly wages by the Contractor. |
| 2.4 | The tentative requirements of housekeeping staff in each of the category shall be as under: |

|  |  |  |
| --- | --- | --- |
| No. of Janitors | No. of Supervisors | Site Manager |
| 66 | 5 | 1 |

**Note:** Each contractor will be required to depute at least one facility manager if more than one hostel is allotted to the contractor.

|  |  |
| --- | --- |
| 2.5 | However, no guarantee can be given to the actual quantity and the requirements may vary at the  sole discretion of the competent authority of BIT Welfare Society. |
| 2.6 | Waste Disposal Management: The Contractor shall ensure collection, screening / segregation of dry and wet garbage in the earmarked area. The Contractor shall also ensure segregation of bio degradable and non bio degradable garbage. Finally, the Contractor will arrange for disposal of garbage at such a place as may be permissible by BIT Welfare Society. |
| 2.7 | The deployment of Housekeeping Staff shall be done by the Supervisors on the Client's instructions. The Supervisors shall ensure that execution of housekeeping services is rendered in accordance with the instructions and terms and conditions of the tender document / contract document. |
| 2.7.1 | The Supervisors shall forthwith report upon to the Facility Manager about execution of the  housekeeping services. The Facility Manager shall be the contact person with the Client, who shall be solely responsible on behalf of the Contractor to ensure appropriate execution of the housekeeping services in Client's office. Any deviation from execution and performance of the housekeeping services requirements as specified in the tender document, shall invoke penalties besides taking action on termination of the Contract at the discretion of the Client. |
| 2.8 | The Supervisors and the Facility Manager shall take stock of the cleaning materials, consumables and Chemicals as required for each month and maintain the stock register of receipt and issue. The stock register shall be got verified by the controlling officers of the Client on a daily basis. |
| 2.11 | The Contractor shall ensure that the minimum quantity of cleaning material (consumables) and chemical has been received on 1st of each month. |
| 3 | **SUPERVISION** |
| 3.1 | The Contractor shall depute five full-time Supervisors in Client’s office and one Facility Manager, who shall ensure that all jobs of housekeeping services are rendered to Client in accordance with the instructions of the Contract / tender document and also as per the direction of the concerned authority of the client. |
| 3.2 | The Contractor’s Facility Manager shall be the first line of contact for Client, who shall report to the  designated officers of Client for all requirements. |
| 3.3 | The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor. |
| 3.4 | The Contractor shall ensure that the Supervisors is not below the level of Operation Executive who are well versant with all housekeeping requirements and who should be prompt enough to initiate all required action. |
| 4 | **PENALTIES** |

|  |  |
| --- | --- |
| 4.1 | The Contractor shall disburse salary to its deployed housekeeping staff inclusive of DA, if any, latest  by 7thof every month, failing which penalty of Rs.1000/- per day will be imposed upto 15th of the  month and the contract shall liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited, and Bank guarantee will be encashed. The Client will have the power to appoint any other agency for the housekeeping services at the risk and cost of the Contractor. |
| 4.2 | Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Client, especially under the supervision of the Contractor’s Supervisor, it will be brought to the notice of the Contractor by the Client and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause. |
| 4.3 | The Contractor has to maintain adequate number of housekeeping staff as per this contract and also arrange a pool of standby housekeeping staff / supervisor. If the required number of workers / supervisors / managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s). |
| 4.4 | In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit. |
| 4.5 | In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring of housekeeping services in the event of Contractor failing to provide requisitioned number of manpower, the Client shall make deductions at double the rate of hiring rate on pro-rata basis from the bills preferred 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. |
| 4.6 | The deduction shall also be made for the following jobs, if missed as exception. Such exceptions will duly be conveyed to the Contractor by the Client in writing |
| (i) | Not properly carrying out the jobs as defined for 'Daily' |
|  | ***2% of Monthly Value (each exception)*** |
| (ii) | Not properly carrying out the jobs as defined for 'Weekly' |
|  | ***3% of Monthly Value (each exception)*** |
|  | However, if the exceptions become general practice, action will be initiated as deemed fit. |
| 5 | **SCHEDULE OF SERVICES** |
| 5.1 | **DAILY SERVICES** |
| 5.1.1 | Housekeeping / cleaning services should be done daily at regular intervals, so that the areas  covered under the contract remain, spic and span all the time, working hours should be adjusted in such a manner that cleaning work of toilets in the morning should be completed well before 7.30 A.M. Contractor will arrange manpower for special VIP visits at no extra cost without compromising on the number of manpower in other hostels. |
| 5.1.2 | Proper and effective cleaning, booming and mopping of office floors corridors, staircases pantries including sweeping and swabbing of the premises with water and approved detergent on all the floors, toilets, lounges, common area and entire open space on Ground Floor, basement and approaches to hostels with brooms before 10:00 A.M.and only swabbing after lunch. In case contractor or their employee observe or find any damage / misplaced / broken item in the washroom, common-room etc., it should be immediately brought to the notice of competent authority. |
| 5.1.3 | Proper and effective cleaning, disinfecting, deodorizing fitting including removal of garbage at regular intervals throughout the day. |

|  |  |
| --- | --- |
| 5.1.4 | Dusting of all items of furniture (wooden, steel and upholstered) such as tables, chairs, filing  cabinets, almirahs, windows and their glasses from inside and outside furniture’s, partitions, walls, doors, and telephone instruments, notice boards, flower vases, art objects, pictures, paintings, all equipment and machines in the premises, adjusting of all items of furniture in the reception and adjoining area. Sweeping of terrace in each hostel. |
| 5.1.5 | Washing of urinal Pots. Providing of liquid soap in toilets and placing of sufficient quantity of naphthalene balls/cakes in the urinals as per requirements. At no time, the liquid soap dispensers shall be kept empty. Material will be provided by the Contractor. |
| 5.1.6 | Depletion of waste paper/refuse from waste paper baskets/buckets and other places. The refuse  shall be disposed off at the nearest garbage point. |
| 5.1.7 | Vacuum Cleaning of areas wherever computer units are located. Shifting of furniture and other equipment, files etc. whenever required. |
| 5.1.8 | Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and  any other garbage from the entire area covered under the contract (such as halls, committee rooms, office rooms, dining hall, T.V. rooms, reading rooms, games rooms etc.). |
| 5.1.9 | Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, office rooms, meeting rooms, and other areas as covered in the contract. |
| 5.1.10 | Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collected refuse at designated site on daily basis. |
| 5.1.11 | Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipment, accessories etc. and cleaning of all window glasses and grills. |
| 5.1.12 | Spraying Room Fresheners in all bathrooms on a daily basis at regular intervals. |
| 5.1.13 | Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc. |
| 5.1.14 | Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats,  containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, air fresheners, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime. |
| 5.1.15 | Cleaning and dusting of electrical switchboards, light fixtures, fans, overhead light fixtures, fire- fighting equipment, plant boxes, doormats etc. |
| 5.1.16 | Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on a daily basis. Any other work assigned by the competent authority. |
| 5.2 | **WEEKLY SERVICES (TO BE CARRIED OUT ON ALL SATURDAYS, SUNDAYS AND HOLIDAYS)** |
| 5.2.1 | Proper and effective cleaning doors and knobs, sign boards/plaques, and name boards etc. |
| 5.2.2 | Washing and scrubbing of floor areas, washrooms, basement, outer, main entrance (all areas) with defined chemicals. |
| 5.2.5 | Dusting of entire area including windows / windowpanes / doors / ledges, etc. |
| 5.2.6 | Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors,  staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc. |
| 5.2.7 | Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets. |
| 5.2.8 | Cleaning of all windows glasses and grills with detergents / cleaning agents. |
| 5.2.9 | Washing of outside area with High Pressure Jet Machine. |
| 5.2.10 | Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish. Any other work assigned by the competent authority. |
| 5.2.11 | The contractor shall submit the duty register to the Client as required. The contractor should get weekly feedback from the Wing Captain of the particular hostel and should submit it in the respective hostel. |
| 7 | **CODE OF CONDUCT:** |
|  | The Contractor shall strictly observe that its personnel: |
| 7.1 | Are always smartly turned out and vigilant. |

|  |  |
| --- | --- |
| 7.2 | Are punctual and arrive at least 15 minutes before start of their duty time. Take charge of their  duties properly and thoroughly. |
| 7.3 | Perform their duties with honesty and sincerity. |
| 7.4 | Read and understand their post and site instructions and follow the same. Extend respect to all  Officers and staff of the office of the Client. |
| 7.5 | Shall not drink on duty or come drunk and report for duty. Will not gossip or chit chat while on duty. |
| 7.6 | Will never sleep while on duty post. |
| 7.7 | Will not read newspaper or magazine or be engaged in mobile phone while on duty. |
| 7.8 | Will immediately report if any untoward incident / misconduct or misbehavior occurs, to  Contractor and the Client. |
| 7.9 | When in doubt, approach concerned person immediately. |
| 7.10 | Get themselves checked by security personnel whenever they go out. Do not entertain visitors. |
| 7.11 | Shall not smoke in the office premises. |
| 7.12 | **CONFIDENTIALITY** |
| 7.12.1 | The phone number and movement plans of the client shall not be given to anyone. The following  information about the client shall not be given to anyone. |
| 7.12.2 | Car make, color and number of any officer(s)/official(s). Telephone no./ any other information. |
| 7.12.3 | Location and movement plans. |
| 7.12.4 | Meetings and conference schedules. Site plan of the premises. |
| 7.12.5 | Travel details of the clients. Assets of the office. |

**Annexure-I to Section 8**

**List of Machinery/Equipment requirement:**

|  |  |  |  |
| --- | --- | --- | --- |
| **SNO** | **Type of Machine/Equipment** | **Use** | **Number of**  **machines required** |
| 1 | Single Disc | Floor Scrubbing and deep cleaning |  |
| 2 | Auto Scrubber | Auto scrubber and dryer (Walk behind) |  |
| 3 | Hand Scrubber | Scrubber for small areas (stairs  case)/Corner |  |
| 4 | Wet & Dry Vacuum Cleaner Heavy Duty | For Wet & dry Vacuuming (Carpet,  floors etc) |  |
| 5 | Backpack battery operated Vacuum  Cleaner | For dry vacuuming only, Chairs,  carpets etc. |  |
| 6 | High Pressure Jet | For Parking and outer areas |  |
| 7 | Wringer Trolley | For mopping solutions |  |
| 8 | Glass Cleaning Kit | For façade cleaning kit |  |
| 9 | Cob Web Brush C Shape | For cleaning of Fans, and cobwebs |  |
| 10 | Telescopic Rod- 11 mtr | For cleaning of higher areas |  |
| 11 | Grass cutting machine | For trimming the grass |  |

|  |  |
| --- | --- |
| (i) | The Contractor in accordance with the terms and conditions of the tender document and in  order to execute the housekeeping services in Client's office shall provide the machinery/equipment as specified above. |
| (ii) | The machineries shall be brand new and should not have been used before. Supporting documents in support of brand new viz. Tax Invoice Receipt, as required in the tender document shall be produced by the Contractor at the time of supply of machineries in Client's office. |
| (iii) | The repair and maintenance shall be the sole responsibility of the Contractor. There will be  no down time acceptable. However, in case of break-down of a machine, the Contractor shall provide and replace immediately the faulty machine at his own cost and risk. |
| (iv) | The prices should be quoted separately for each of the model in Price Bid. |

**Annexure-II to Section 8**

**List of Consumables:**

**(to be prepared by Contractor and intimated to the Office of the Dean (Student Affairs)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Item Name** | **Quantity**  **Per Month** | **Rate** | **Unit** |
| 1 | Napthalene Balls (500 gms) |  |  | Kg. |
| 2 | Phenyl (5 litre tin) |  |  | Tin |
| 3 | Baygon Liquid (four Ltrs) in 500 gm pack |  |  | Litres |
| 4 | Cleanzo (5 litre tin) |  |  | Litres |
| 5 | Room Freshner (Air Wick) 2 in one |  |  | Nos. |
| 6 | Room Freshner (Sandal) |  |  | Nos. |
| 7 | Odonil Metropol |  |  | Nos. |
| 8 | Sanitary Cubes Metropol |  |  | Nos. |
| 9 | Spray Pump |  |  | Nos. |
| 10 | Wiper (Large) |  |  | Nos. |
| 11 | Wiper (Small) |  |  | Nos. |
| 12 | Harpic Tripple Action |  |  | Dozen |
| 13 | Floor Mop full size |  |  | Dozen |
| 14 | Surf (Fena) |  |  | Kg. |
| 15 | Duster Full size |  |  | Dozen |
| 16 | Old Dhoti Cotton |  |  | Dozen |
| 17 | Duster Yellow |  |  | Nos. |
| 18 | Dustbin Plastic |  |  | Nos. |
| 19 | Dustbin Plastic with cover |  |  | Nos. |
| 20 | Vim Powder (1 kg Packet) |  |  | kg. |
| 21 | Colin (Original) |  |  | Nos. |
| 22 | Lizol (500 ml pack) |  |  | Nos. |
| 23 | ScrochBrite (Large) |  |  | Nos. |
| 24 | Teepol |  |  | Litres |
| 25 | Acid |  |  | Litres |
| 26 | Garbage Bags (25 kg) |  |  | Nos. |
| 27 | Toilet Brush |  |  | Nos. |
| 28 | Broom (Bambu) |  |  | Nos |
| 29 | Broom (Phool) |  |  | Nos. |
| 30 | Broom (Plastic) |  |  | Nos. |
| 31 | Urinal Celebes |  |  | Pkts |
| 32 | Small Pressure Pump |  |  | Pcs |
| 33 | Mister Toll Brush |  |  | Nos. |
| 34 | Plastic June (Big) |  |  | Nos. |
| 35 | GLC Foam Can |  |  | Can |

***Note: Vendors require to provide Quantities and Rate after inspection of premises. Decision on award for consumables will be decided at a later stage.***

**Annexure-III to Section 8**

**List of Chemicals:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.** | **Item** | **Brand/Make** | **Quantity Per Month** | **Rate** | **Unit** |
| 1 | Bathroom  Cleaner |  |  |  | litres |
| 2 | Hard Surface  Cleaner |  |  |  | litres |
| 3 | Glass Cleaner |  |  |  | litres |
| 4 | Urinal & Bowl  Cleaner |  |  |  | litres |
| 5 | Floor Cleaner |  |  |  | litres |

***Note: Vendors require to provide Quantities and Rate after inspection of premises. Decision on award for consumables will be decided at a later stage.***

**SECTION-9**

**PRICE SCHEDULE**

(Please take print of the Price Bid…Section 9 and the filled in price Bid should be sealed in Separate cover as per the Instructions to the Bidders (Section 5)

**PRICE BID**

**TABLE-‘A’**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Category** | **Quoted Amount per month \*\* (Rs.)** |
| 1 | Hiring charges for  • Housekeeping Staff (Total 66)  • Supervisors(Total 05)  • Facility Manager (Total 01)  ***(Insert total of Table 'B')*** |  |
| 2 | Machineries Rental  ***(Insert total of Table 'C')*** |  |
| **Total Bid Price (per month.. total of Sl. No.1 to 2)**  **(Rupees )** | |  |

i. The bidder should quote the details of quoted prices in Table 'B' and Table 'C' i.e. the Bidder is required to show the price break-up of each of the above quoted category in Table 'B' and Table 'C'.

ii. Payments shall be made by the Client as per the terms and conditions of the Tender Documents.

iii. Prices shall be valid for a period of One Year. However, on revision of minimum wages, Contractor

may request in writing for enhancement of wages accordingly to the Client, which shall be considered and agreed, if found reasonable by the Client.

iv. The charges shall be on 26 days a month basis .

v. The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, PF, Gratuity, Bonus, Substitutes. It shall also include cost of training and uniform etc.

vi. The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and

higher education cess or any other applicable taxes as may be levied by the Government from time- to-time and the same shall be charged in addition to the applicable rate.

vii. The Contractor shall mandatorily ensure that the cost per head as shown in Table ‘B’ is paid as

monthly wages to their employees who are deployed in Client’s premises for different services. viii. Price Break-up of the quoted prices shall be submitted by the Contractor in the following format :

**TABLE-‘B’**

**(PRICE BREAK-UP FOR HOUSEKEEPING STAFF, SUPERVISOR AND FACILITY MANAGER)**

**Monthly**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Category** | | **Minimum**  **Wages (As per Jharkhand Govt norms) or QUOTED WAGES** | **ESI** | **EPF** | **EDLI** | **Any other Charges** | **Cost per head / per month** | **Number of Persons Required** | **Total Cost of Housekeeping Staff** |
| **Housekeeping Staff**  **(Unskilled)** | | 66 |  |  |  |  |  |  |  |
| **Supervisor** | | 5 |  |  |  |  |  |  |  |
| **Facility Manager** | | 1 |  |  |  |  |  |  |  |
|  | **Service Charges ( \_%)** | | | | | | | |  |
|  | **Total Housekeeping Staff Cost per month (Rs.)** | | | | | | | |  |

\* Please also attach Current Minimum Wages Notification of Jharkhand State for unskilled labour.

\*\* Detailed Wages break-up to be enclosed by the Bidder.

**TABLE-‘C’**

**(PRICE BREAK-UP FOR MACHINERY RENTAL) (Refer Annexure-I to Section 8)**

**Monthly (Inclusive of GST)**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SNO** | **Type of**  **Machine/Equipment** | **Recommended Brand and Model (KARCHER / EUREKA / COMAX)** | **Price per Unit** | **Quoted Rental Charges per unit** | **Consumables per unit** | **AMC per unit** | **Number of machines required** | **Quoted**  **Amount** |
| **(A)** | **(B)** | **(C)** | **(D)** | **(A+B+C) X D** |
| 1 | Single Disc |  |  |  |  |  |  |  |
| 2 | Auto Scrubber |  |  |  |  |  |  |  |
| 3 | Hand Scrubber |  |  |  |  |  |  |  |
| 4 | Wet & Dry Vacuum  Cleaner Heavy Duty |  |  |  |  |  |  |  |
| 5 | Backpack Battery  operated Vacuum  Cleaner |  |  |  |  |  |  |  |
| 6 | High Pressure Jet |  |  |  |  |  |  |  |
| 7 | Wringer Trolley |  |  |  |  |  |  |  |
| 8 | Glass Cleaning Kit |  |  |  |  |  |  |  |
| 9 | Cob Web Brush C Shape |  |  |  |  |  |  |  |
| 10 | Telescopic Rod- 11 mtr |  |  |  |  |  |  |  |
| 11 | Grass Cutting Machine |  |  |  |  |  |  |  |
| **Total Quoted Amount for Machinery Rentals (Rs.) per Month** | | | | | | | |  |

**TABLE-‘D’**

**(REQUEST FOR ALTERNATE INDEPENDENT PROPOSAL FOR HOUSEKEEPING)**

Participating bidders are also requested to visit the described locations in the Tender and submit an independent proposal, after their own assessment of the optimal resources required – Manpower, Machinery and chemicals/consumables, with rate, quantity and amount in a  **separate envelope** which is most economical and effective - in their estimation (with site-wise breakup).

The bidders will be required to give a presentation of their independent assessment of the requirement before the Tendering Committee.

For Site, Visit, they are requested to contact the office of:

**Patron, BIT Welfare Society**

**Dean of Student Affairs**

**BIRLA INSTITUTE OF TECHNOLOGY, MESRA RANCHI-835 215 (JHARKHAND) – INDIA**

**E-mail : adosa-hm@bitmesra.ac.in**

**SECTION-10**

**FORMS**

|  |  |
| --- | --- |
| Section 10.1 | FORM-I- FORM FOR FINANCIAL CAPACITY |
| Section 10.2 | FORM-II- ARTICLES OF AGREEMENT |
| Section 10.3 | FORM-III- PERFORMANCE BANK GUARANTEE |
| Section 10.4 | FORM-IV- LETTER OF AUTHORISATION FOR ATTENDING BID |

**FORM-I**

**FORM FOR FINANCIAL CAPACITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Financial Years** | | |
| **2020-21** | **2021-22** | **2022-23** |
| **Annual Turnover** |  |  |  |
| **Net Worth** |  |  |  |
| **Current Assets** |  |  |  |
| **Current Liabilities** |  |  |  |
| **Total Revenues** |  |  |  |
| **Profit Before Taxes** |  |  |  |
| **Profit After Taxes** |  |  |  |

**FORM-II**

**CONTRACT AGREEMENT NO……….. DATED ……………**

|  |  |
| --- | --- |
|  | THIS AGREEMENT is made on ……………….. between BIT Welfare Society  (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and  whose principal place of office is at Birla Institute of Technology of the One Part, |
|  | AND |
|  | M/s……………………………………………….……………..having its registered office at……………………………………………………………..(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing housekeeping services to Client. |
|  | NOW THIS AGREEMENT WITNESSETH as follows: |
| I. | WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated 16.05.2023 “HIRING OF HOUSEKEEPING SERVICES FOR BIT MESRA, HOSTELS” under Tender No. DSA/Office/2023-24/01. |
| II. | AND WHEREAS the Contractor submitted his bid vide………………………………… in  accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and  competence to provide the requisite services to the Client |
| III. | AND WHEREAS the Client has selected M/s……………………………………..as the  successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No.  …………………, to the Contractor on …………………… for a total sum of ……………….. [Rupees ………………… Only]. |
| IV. | AND WHEREAS the Client desires that the housekeeping services (as defined in the  Bidding Document) be provided, performed, executed and completed by the  Contractor, and wishes to appoint the Contractor for carrying out such services. |
| V. | AND WHEREAS the Contractor acknowledges that the Client shall enter into  contracts with other contractors / parties for the housekeeping services of its premises in case the Contractor falls into breach of the terms and conditions as  stipulated in the Tender Document and shall waive its claim whatsoever in this regard. |
| VI. | AND WHEREAS the terms and conditions of this Contract have been fully negotiated  between the Client and the Contractor as parties of competent capacity and equal  standing. |

|  |  |
| --- | --- |
| VII | AND WHEREAS the Contractor has fully read, understood and shall abide by all the  terms and conditions as stipulated in the Tender Documents for providing housekeeping services in the Client’s premises, failing which the Contract is liable to  be terminated at any time, without assigning any reasons by the Client. |
| VIII | AND WHEREAS the Contractor shall be responsible for payment of Tax with Central  Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Tax  Charged in the said bill |
| VIII. | AND WHEREAS the Client and the Contractor agree as follows: |
| 1 | In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to. |
| 2 | The following documents shall be deemed to form and be read and construed as  part of this Agreement. This Agreement shall prevail over all other Contract documents. |
| 3 | Any changes/modifications/amendments required to be incorporated in the  Contract Agreement at a later stage shall be discussed and mutually agreed to by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement. |
| 4 | This Contract shall be governed by and construed in accordance with the laws of  India. Each Party hereby submits to the jurisdiction as set out in the Dispute  Resolution Procedure in the Conditions of Contract. |
| VII. | IN WITNESS WHEREOF the parties hereto have caused this Agreement to be  executed in accordance with the laws of India on the day, month and year indicated  above. |

Signed on behalf of the Contractor Signed on Behalf of

BIT Welfare Society

(Authorised Signatory) (Authorised Signatory)

**FORM-III PERFORMANCE BANK GUARANTEE**

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

Date : ....................

Bank Guarantee No : .......................................................... Amount of Guarantee : ........................................................ Guarantee Period : From .................. to................................ Guarantee Expiry Date : ....................................................... Last date of Lodgement : ......................................................

BIT Welfare Society having its office at Hostel No. 1, Room No. – 6A, Birla Institute of Technology, Mesra, Ranchi (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on *[Please insert date of acceptance of the letter of acceptance(LoA)]* (“ Contract”) with *[insert name of the Successful Bidder]* ………………………….(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of housekeeping services (“Housekeeping Services” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number *[insert reference number of the Tender Documents]* dated *[insert date of issue of Tender Documents]*…………………………………….and various other documents forming part thereof.

AND WHEREAS the Contractor has approached *[insert the name of the scheduled bank]* (here in after referred to as the “Bank”) having its registered office at *[insert the address]*

……………………………………………………………and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

|  |  |
| --- | --- |
| (i) | The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed  by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price. |
| (ii) | However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding *[figure of Guaranteed Amount to be inserted here]*  ……………………………………………………………………………………………………only). |
| (iii) | The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety. |
| (iv) | The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract. |
| (v) | The guarantee herein contained shall not be affected by the liquidation or winding up,  dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected. |
| (vi) | This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Ranchi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee. |
| (vii) | All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract. |
| (viii) | NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract. |

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

Date:

Bank

Corporate Seal of the Bank

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

**SECTION-11**

**CHECK-LIST**

**CHECK LIST ON PREPARATION OF BIDS**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Particulars** | **YES/NO** |
| 1 | Have you filled in and signed Bidder Profile? |  |
| 2 | Have you read and understood various conditions of the Contract and shall abide by them ? |  |
| **TECHNICAL BID** | | |
| 3 | Have you enclosed the EMD of **Rs.3,00,000/-** in the Technical  Bid ? |  |
| 4 | Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ? |  |
| 5 | Have you attached proof of having met the following minimum eligibility criteria ? |  |
| 5.1 | Legal Valid Entity : Have you attached attested Certificate issued by the Registrar of firms / Companies ? |  |
| 5.2 | Financial Capacity : Have you attached Audited Balance Sheets, Audit Reports ? |  |
| 5.3 | Registration with Government Bodies like ESIC, EPF, Labour  Laws : Have you attached a Registration copy of each of the certificate ? |  |
| 5.4 | Experience : Have you attached the attested experience certificates issued by the Organisations / Government Deptts of the last three years ? |  |
| 5.5 | Manpower : Have you attached proof of manpower? |  |
| 6 | Have your Technical Bid been packed as per the requirements of the Tender ? |  |
| **FINANCIAL BID** | | |
| 7 | Have your financial Bid proposal is duly filled, sealed and signed on all pages ? |  |
| 8 | Have you quoted prices against each of the category ? |  |
| 9 | Have your financial bid been packed as per Tender ? |  |