

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL HOSTELS TRUST

POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)

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TENDER DOCUMENT

[Technical bid and Price bid system – e-Procurement mode]

Tender Notification No. 9 /NITKSH/ Manpower -HK Tender/2021-22/B2

Date: 10-06-2021

| | |
|--|--|
| Name of the Service | Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels. |
| Estimated amount put to Tender | Rs.9,10,28,808/- [Excluding GST] |
| Contract Period | For three years from the date mentioned in the work order |
| Bid Document Download Start Date | 10.06.2021 (11: 00 am) |
| Online Bid Submission Start Date | 10.06.2021 (11: 00 am) |
| Online Bid Submission End Date | 30.06.2021 (3:00 pm) |
| Address for Submission of Tender | https://eprocure.gov.in/eprocure/app |
| Date of opening technical bid | 05.07.2021 (3:30 pm) |
| Contact person of TIA for tender query | Prof. Harsha Vardhan, Finance Warden Phone: +91-824-2474800, Mob: 6364244536 Email: chiefwarden@nitk.edu.in |

Name of work/ Service: Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels

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Seal and signature of the bidder

Professor In-charge NITKS Hostels



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Website: <http://www.nitk.ac.in>

No. 9 /NITKSH/ Manpower -HK Tender/2021-22/B2

Date: 10-06-2021

NOTICE INVITING e-TENDERS [e-Procurement]

NAME OF SERVICE: PROVIDING (i) MANPOWER and (ii) HOUSEKEEPING SERVICES AT NITK, SURATHKAL HOSTELS

1. National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal) is an autonomous Educational Institute of the Government of India under the Ministry of Human Recourses Development imparting technical education. National Institute of Technology Karnataka, Surathkal is one of the “Institutes of National Importance” declared by the Govt. of India under the NIT Act – 2007 (Act No. 29 of 2007). NITK, Surathkal is located about 22 KM north of Mangaluru.

NITK, Surathkal Hostels Trust intends to engage a manpower service provider meeting the eligibility criteria as specified in the tender document for **Providing (i)Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels** ” on contract basis.

2. The NITKSH intends to engage a responsible service provider on contract basis for providing **Housekeeping services at NITK, Surathkal Hostels**. The contract shall be effective from the date mentioned in the work order. Subject to the fulfillment of terms & conditions of the contract, **the contract period shall be for THREE YEARS from the date mentioned in the work order, subject to satisfaction of the performance by evaluation of the service on yearly basis. The contract is also extendable beyond the three years’ period subject to the fulfillment of contract conditions satisfactory performance attested by NITKSH Trust and at mutual consent of both the parties. The estimated number of manpower and housekeeping workers required is 150 per day.**

3. In this connection, e-tenders are invited from housekeeping service providers having enough experience and capability as specified in the tender document. The e-tenders invited are on techno-commercial basis on e-Procurement mode. **The intending bidders shall submit their tenders through internet in CPP portal: <https://eprocure.gov.in/eprocure/app>**

4. Detailed procedure for submission of e-tenders is available in the website <https://eprocure.gov.in/eprocure/app>

5. The calendar of events of e-Tender are as follows:

| | |
|----------------------------------|------------------------|
| Bid Document Download Start Date | 10.06.2021 (11: 00 am) |
| Online Bid Submission Start Date | 10.06.2021 (11: 00 am) |
| Online Bid Submission End Date | 30.06.2021 (3:00 pm) |
| Date of opening technical bid | 05-07-2021 (3.30 pm) |

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6. Earnest Money Deposit (EMD): The intending bidder must submit a '**Bid Security Declaration**' declaring disqualification of his/her bid in case the bid is withdrawn or modified by him/her during the bid validity period (except NSIC/MSME/Startups). The format of 'Bid Security Declaration' is available in the Tender Document. 'Bid Security Declaration' duly signed be uploaded while submitting the e-bid. **Tenders received without the 'Bid Security Declaration' will be rejected.** In the case of NSIC/MSME/Startup bidders seeking exemption from EMD, they shall upload NSIC/MSME/Startup certificate (obtained for relevant NIC & Activity).

7. SECURITY DEPOSIT (SD): The successful bidder should deposit an interest free security deposit of **Rs. 27.00 lakh** (Rupees Twenty Seven lakh only) - before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 40 months] any scheduled bank drawn in favour of the **NITK, Surathkal Hostels Trust.**

8. Procedure for submission of e-tenders:

8.1 Technical bid: The bidder shall upload all documents that are specified in the Tender Document for evaluation of the technical bid. The bidders are advised to note that not furnishing complete information that are called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of tender.

8.2 Price bid: The price bid shall comply to all the requirements and obligations of the bidder under Contract labour (Regulation and Abolition) Act 1970 and latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; The Code of Wages (Act No. 29 of 2019) and the Rules notified under the Code on Wages; Payment of Gratuity Act 1972 and latest amendments; Employees' Provident Fund and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and latest amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and latest amendments; Shops and Commercial Establishments Act as amended up to date; all other acts and rules related to Labour employment - failing which the price bid is liable for rejection. Price bid should be quoted downloading the BoQ and then uploaded.

9. Minimum eligibility criteria for qualifying in Technical bid:

The intending bidder must satisfy all the following requirements for qualifying in the technical bid:

9.1 The agency must have established as a Manpower/ Housekeeping Service Provider with a minimum of 5 years of experience as on 31-12-2020 (i.e. the agency must have established during December, 2015 or before). Self-attested copy of registration under Shops and Commercial Establishment Act/ State or Central government registrations as Labour contractor Copy of document evidencing such registration should be uploaded.

Enlistment under NSIC/ MSME/ Startup shall not be treated as bidder's registration.

9.2 The agency must possess GST registration – A copy should be uploaded.

9.3 The agency must possess PAN registration with Income Tax department– A copy should be uploaded.

9.4 The agency must be registered under Employees Provident Fund (EPF) Act– A copy should be uploaded.

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Professor In-charge NITKS Hostels

- 9.5 The agency must be registered under Employees State Insurance (ESI) Act– A copy should be uploaded.
- 9.6 The agency must have the experience of having successfully completed similar service/work in hand as on date. Similar service means providing housekeeping and manpower services in any Government Department of Undertaking/ Public sector/ Private sector/ Educational Institute/ Private Firms **for a period of not less than one year.**
- i) A minimum of **one single similar service** with manpower of **not less than 90 per day**; OR
 - ii) A minimum of **two single similar services – each service with manpower of not less than 75 per day**; OR
 - iii) A minimum **three similar services – each service with manpower of not less than 50 per day.**
- Self-attested copy of work/ service experience certificate issued by the employer **supported by a copy of the Labour licence** obtained for the said service/ services from the concerned Labour officer (State or Central – as the case maybe) should be by uploading in CPPP as proof of experience. Housekeeping and Manpower contracts awarded under one agreement shall be treated as one single work even though the contract period was for more than one year.
- 9.7 Average annual financial turn over on similar service of the agency should not be less than **Rs. 100.00 lakh** (Rupees One Hundred lakh only) during last three financial years. (i.e. during 2019-20, 2018-19, & 2017-18).³ The Bidder should be uploaded copy of the Balance sheet, Profit & Loss A/c. for last 3 years certified by CA.
- 9.8 Financial soundness: A solvency certificates for the amount not less than **Rs.100.00 lakh** from a Scheduled bank should be uploaded by the agency as per the format provided in the tender document.
- 9.9 The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing in tender by any organization during the past five financial years. Relevant proof in the form of affidavit duly sworn (format as in the tender document) in this respect should be uploaded
- 9.10 The agency must have not less than 100 manpower personnel in his register of rolls as on December 2019/December 2020. The details should be uploaded as per the format provided in the tender document (Annexure – IV).
- 9.11 Availability of office of Service Provider: The Registered office of the service provider must be located in the state of consignee (Karnataka). Documentary evidence to be uploaded.
- 9.12 The Bidder should not be under Liquidation, Court Receivership or similar proceedings or should not be bankrupt. Bidder should upload undertaking (in the organization letterhead) to this effect with tender.
10. The Price bid of only those bidders who qualify in the Technical bid shall be opened. The NITKSH shall evaluate the Technical bid on the basis of documents furnished for eligibility criteria stipulated in the Tender document. If necessitated, the NITKSH reserves the right of verifying the veracity of such documents. The decision of the NITKSH in this regard is final and binding on the bidder. No

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correspondences from the bidder in respect of decision of the NITKSH on evaluation of the technical bid shall be entertained.

11. **If a bidder qualifies in the technical bid and if his price bid is found to be violating any of the provisions/ obligations of the bidders that mentioned in Para 8.2 above, then such price bid will be treated as “Non-responsive” and rejected.**
12. The bidder should inspect the campus before quoting his rate and get all related information from the NITKSH.
13. Any further details if required may be obtained from the office during the office hours.
14. The bidders enlisted under MSME/NSIC/ Startups [Startups as recognized by the Department of Industrial Policy and Promotion (DIPP)] are requested to note that the present notice inviting tender is **not for the “Supply of Goods”**. If any bidder enlisted under NSIC/MSME (under relevant NIC & Activity)/ Startups are interested in participating in the tender, they may participate subject to fulfillment of the conditions of this notice inviting tender. **However, they are exempted from paying EMD, requirement of previous experience and the requirement of turnover.**
15. The NITKSH reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, canceling the tender or accepting any tender other than the lowest or rejecting all the tenders.

Sd/-

**Professor In-charge
Hostel Affairs
NITK, Surathkal Hostels**

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Professor In-charge NITKS Hostels

INSTRUCTIONS TO THE BIDDER FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured

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Professor In-charge NITKS Hostels

(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the **tender document** and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to **the process of online bid submission** or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any technical related queries- 24 x 7 Help Desk Number: 0120-4001 002 /0120-4001 005/ 0120-6277 787

Documents to be kept ready for uploading after scanning (.pdf)

The bidder shall verify his bid properly before its submission in e-procurement portal and satisfy that all the documents are uploaded. The following documents be kept ready duly scanned (.pdf) for uploading while submission of e-bids.

| Sl. No. | Requirement | Document to be scanned and uploaded |
|---|---|---|
| EMD/ Bid Security/GCC related documents: | | |
| 1 | EMD/ Bid Security | Bid Security Declaration duly signed (Format as in Page No. 12) OR MSME (under relevant NIC & Activity)/ NSIC/ Start-up certificate in case seeking exemption of EMD |
| 2 | Tender Conditions Acceptance Letter | Declaration on acceptance of Tender conditions duly signed (Format as in Page No.13) |
| 3 | Legal status of the bidder: | Scanned copy of relevant document (i) If the bidder is a partnership company, copy of partnership deed. (ii) If the bidder is a Private/ Public Limited Company, copy of MOA & Registration document of the company. |
| 4 | Details of similar works carried out during previous five years | Typed as per the format given, scanned and uploaded |
| 5 | Details of similar works in hand | Typed as per the format given, scanned and uploaded |
| 6 | Details of the bank account of the bidder (for making online payment) | Typed as per the format given, scanned and uploaded |
| Documents required under Eligibility criteria: Please refer Para -9 of the Notice inviting e-tenders | | |
| 1 | The agency must be registered as a manpower /Housekeeping Service Provider with a minimum of 5 years of experience as on 31.12. 2020(i.e. the agency must have established during December, 2015 or before) and registered with the concerned authority nominated under Shops and Commercial Establishment Act or similar | Registration certificate |
| 2 | The bidder must possess valid GST registration | GST registration |
| 3 | The bidder must possess valid PAN registration with Income Tax department | PAN card |
| 4 | The bidder must be registered under Employees Provident Fund (EPF) Act | EPF registration |
| 5 | The bidder must be registered under Employees State Insurance (ESI) Act | ESI registration |
| 6 | The agency must have the experience of having successfully completed similar service: i) A minimum of one single similar service with manpower personnel of not less than 90 per day ; OR ii) A minimum of two single similar services – each service with manpower of not less than 75 per day ; OR A minimum three similar services – each service with manpower of not less than 50 per day . | Work experience certificate issued by the Client (Supported by Copy of Labour Licence) The bidders seeking exemption from the requirement of previous experience may upload MSME/ NSIC/ Start-ups registrations (under relevant NIC & Activity). |

Seal and signature of the bidder

Professor In-charge NITKS Hostels

NITK, Surathkal: Hostels Tender document for (i) Manpower and (ii) Housekeeping Services.

| | | |
|----|--|--|
| 7 | Average annual financial turn over on similar service of the agency should not be less than Rs. 100.00 lakh (Rupees One Hundred lakh only) during last three financial years. (i.e. during 2019-20, 2018-19, & 2017-18). The details should be submitted as per the format provided in the tender document (Annexure- VII). | The Bidder should upload copy of the Balance sheet, Profit & Loss A/c., for the last 3 years i.e. 2017-18, 2018-19, 2019-20 certified by Chartered Accountant. |
| 8 | Financial soundness: A solvency certificates for the amount not less than Rs. 100.00 lakh from a Scheduled bank should be furnished by the agency as per the format provided in the tender document. | As per the format provided in the tender document |
| 9 | The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. The bidder should not have been blacklisted / debarred for competing in tender by any organization during the past five financial years | Affidavit duly sworn (Format as in the Tender Document) |
| 10 | The agency must have not less than 100 workers in his register of rolls as on December, 2019 / December 2020 | Format as in the Tender document (Annexure – IV) |
| 11 | Availability of office of Service Provider: The Registered office of the service provider must be located in the state of TIA (Karnataka) | Documentary evidence such as Trade Licence/ Lease agreement or similar be uploaded. |
| 12 | The Bidder should not be under Liquidation, Court Receivership or similar proceedings or should not be bankrupt | Bidder should upload undertaking (in the organization letterhead) to this effect. |

Price bid:

| | | |
|---|-----------|---|
| 1 | Price Bid | BoQ to be downloaded, filled and then to be uploaded. |
|---|-----------|---|

Note:

1. The bidders are advised **not to upload** any documents that are **not insisted/ irrelevant documents** such as copy of agreement, work order etc. to avoid uploading documents of bulky file size.
2. The Tender document need not be signed and uploaded. **Only Declaration on acceptance of Tender conditions duly signed need to be uploaded.**
3. Submission of tender in e-Procurement portal is deemed as acceptance of all the terms and conditions that mentioned in the tender document. The successful bidder will have to sign these documents while entering into the agreement.
4. It is the responsibility of the bidder to ensure that **only related documents** in support of the eligibility criteria are uploaded. Any representations received on offline mode/ e-mails after opening the tender will not be entertained.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

[Form of “Bid Security Declaration” - To be submitted in the Letterhead of the Bidder]

“BID SECURITY DECLARATION”

To:

**The Professor In-charge,
Hostel Affairs
NITK, Surathkal Hostels,
Srinivasnagar Post,
Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: Tenders invited for “**Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels.**”
vide Tender Notification No. 9 /NITKSH/ Manpower -HK Tender/2021-22/B2, Date: 10-06-2021

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2021 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:

In the presence of:

Signature of witness :
Signature :
Postal address :

Signature of witness :
Signature :
Postal address :

Seal and signature of the bidder

Professor In-charge NITKS Hostels

(To be typed and submitted (uploaded) by the bidder on Bidder Company Letter Head)

TENDER CONDITIONS ACCEPTANCE LETTER

No. 9 /NITKSH/ Manpower -HK Tender/2021-22/B2

Date: 10-06-2021

To:

**The Professor In-charge,
Hostel Affairs
NITK, Surathkal Hostels,
Srinivasnagar Post,
Mangaluru – 575025.**

Sir,

Sub: Acceptance of Terms & Conditions of Tender – Submission of declaration letter - Reg.

Tender Reference No: No. 9 /NITKSH/ Manpower -HK Tender/2021-22/B2, Date: 10-06-2021

Name of Tender/ Work: **Providing i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels.**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 59 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety. I/ we hereby declare that I/ we will sign the entire tender document while signing the contract in case the work is awarded.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your Institute, without giving any notice or reason, shall summarily reject the bid or terminate the contract in case tender is awarded, without prejudice to any other rights or remedy including forfeiture of the full earnest money deposit absolutely.
7. I / we hereby certify that I am/ we are authorized to sign this declaration. The original of this letter shall be submitted to the NITKSH while signing the contract in case the work is awarded.

Yours faithfully,

(Signature of the Bidder, with Seal)

Seal and signature of the bidder

Professor In-charge NITKS Hostels

INTEGRITY PACT

To:

..... (Name & address of the agency)

.....

.....

Sub: NIT No----- dated ----- for the service of "Providing (i) Manpower and (ii) Housekeeping services at NITK Hostels campus, Surathkal"

Sir,

It is hereby declared that NIT-K, Surathkal Hostels Trust is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid document, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal Hostels Trust.

Yours sincerely,

Professor In-charge,
Hostel Affairs
NITK, Surathkal Hostels.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

From:
..... (Name & address of the agency)
.....
.....

To:
The Professor In-charge,
Hostel Affairs
NITK, Surathkal Hostels,
Srinivasnagar Post,
Mangaluru – 575025.

Sub: Submission of Tender for the work of “Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels”

Sir,

I/We acknowledge that NITK, Surathkal Hostels Trust is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NITK, Surathkal Hostels. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully,

Date:

(Duly authorized signatory of the Bidder)
Seal and signature of the contractor.

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NITK, Surathkal Hostels).

Seal and signature of the bidder

Professor In-charge NITKS Hostels

INTEGRITY PACT AGREEMENT

This Integrity Agreement is made at Surathkal on this day of20

BETWEEN

National Institute of Technology Karnataka, Surathkal Hostels, represented through the "**Professor In-charge, Hostel Affairs NITK, Surathkal Hostels**" (hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

Through (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS THE Principal / Owner has floated the Tender (NIT No.----- dated-----)
(Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Providing (i) Manpower and (ii) Housekeeping services at NITK Hostels, Surathkal**"
[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidders(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.
 - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c. The Bidders(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidders(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidders(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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Professor In-charge NITKS Hostels

- e. The Bidders(s)/Contractor(s) will, when presenting his bid, disclose and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidders(s)/Contractor(s) will not, instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5)The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidders(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
2. **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Manpower Deposit of the Bidders/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more - and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.

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3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

Article 8: LEGAL AND PRIOR RIGHTS

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of bidder/ contractor)

WITNESSES:

.....
(Signature, name and address)

.....
(Signature, name and address)

Place: Surathkal.
Dated:

Seal and signature of the bidder

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Format for submission of Bank account details:

The bidders are requested to furnish their bank details so as make payment / return the EMD of unsuccessful bidders through RTGS, in the following format:

May be typed as per the format given, scanned and uploaded:

Format for submission of details of the bank account of the bidder:

| | |
|-------------------------------------|--|
| Name of the account holder (bidder) | |
| Complete address | |
| Contact number | |
| Email address | |

Bank Account details:

| | |
|-------------------------------------|--|
| Bank name | |
| Branch name | |
| MICR number | |
| Account type | |
| Account Number | |
| Please re-type Account number again | |
| IFSC code of the Bank | |

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the NITKSH responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

Certified that the particulars furnished above are correct as per our records.

Seal and signature of the authorized officer of the bank.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

GENERAL INSTRUCTIONS TO THE BIDDER AND CONDITIONS OF CONTRACT:

1. The tender is for providing Manpower and Housekeeping services under which the agency shall provide trained personnel and shall use his best endeavors to provide satisfactory services as per the requirement of the NITKSH.
2. As estimated now, **total 150 manpower and housekeeping personnel per day** are required. **These numbers are only indicative.** These numbers may vary depending on the actual requirement. Additional manpower if required shall be arranged by the agency at the contract rate.
3. All statutory benefits to the housekeeping personnel supplied should be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms and related Labour Laws.
4. **The variation for engaging manpower and housekeeping personnel under the contract is at the sole discretion of NITKS Hostel Trust and will be intimated to the contractor from time to time. Manpower and Housekeeping personnel per day vary from 15 to 150 depending on requirement.**
5. Verification of Character & Antecedents: The antecedents of manpower deployed shall be got verified by the contractor from police authority and an undertaking in this regard to be submitted to the NITKSH.
6. The successful bidder shall take group insurance on manpower and housekeeping personnel on signing the contract.
7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of bid, in addition to other punitive measures.
8. The bidder who submits a tender shall fill up the tender form stating at what rate he shall provide the manpower and housekeeping workers. The rate quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder **except bonus and leave wages which shall be reimbursed on separately.**
9. The tender shall be valid for **90 days** from the date of its submission for acceptance. Withdrawal of a tender after its submission is not permitted. If a bidder withdraws his tender after its submission, then the EMD is liable for forfeiture in full/ / further action as per the Bid Security Declaration will be taken up.
10. The tender of any bidder who does not accept the conditions contained in the tender document is liable to be rejected. Submission of tenders on e-Procurement portal shall have deemed that the bidder has accepted all the terms & conditions and clauses of the tender document
11. All Statutory tax deductions at source (TDS) connected with the contract shall be made from the contractor's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/manpower deposits.
12. Income tax shall be deducted at source at the rate in force from time to time from the service provider/ contractor's bill.

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13. The service provider / contractor shall be responsible for remittance of GST as applicable.
14. The price quoted by the bidder should be **INCLUSIVE of all statutory obligations, but excluding only GST, as applicable**. However, Bonus to be paid as per **Code on Wages Act** shall not be included in the price bid, which will be reimbursed separately **after its verification (admissible payment after verification)**.
15. The rate quoted by the bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. **However, any change in the Minimum wages during the currency of contract period shall be considered for reimbursement as per the related clauses of the contract as applicable**. It should be clearly understood that any claim for changes will not be entertained in any case once the tenders are opened.
16. The acceptance of tender shall rest with the NITKSH. The NITKSH is not bound to accept the lowest tender and reserves the authority to reject any or all the tenders.
17. The NITKSH reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the quoted rates.
18. On accepting the tender, the contractor shall intimate the name(s) of his accredited representative who would be supervising the service/ work and would be responsible for taking instructions for carrying out the job.
19. The decision of the NITKSH with regard to the quality/performance of job shall be final and binding on the contractor.
20. **One bid per bidder:** Each bidder shall submit only one tender either by himself or by representing a firm.
21. **Cost of bid:** The bidder shall bear all costs associated with the preparation and submission of his bid. The NITKSH in no case shall be responsible or liable for those costs.
22. The bidders are advised to visit the NITKSH and acquaint themselves with the operational system. The cost of the visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the NITKSH and is aware of the operational conditions prior to submission of his bid.
23. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
24. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the NITKS hostel Office from 22-06-2021 to 25-06 -2021 between 10.00 AM to 4.00 PM. in writing. All such clarifications, together with all details on which the clarification had been sought will be made to all other bidders.** Such clarifications shall form part of the tender document.

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25. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
26. The bidder shall quote his rate in Indian rupees
27. Abnormally low quoted bids are liable to be rejected.
28. Conditional bids/ offers shall be summarily rejected.
29. A bidder signing the bid document must specify whether he signs as
 - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
 - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
 - (iii) Constituted attorney, if for a Company.
30. If an individual makes the tender, bid shall be signed with his full name and his complete address shall be given. If it is made by partnership firm, it shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
31. The NITKSH will declare a firm/ bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the NITKSH for the award of contract/ participating in the tenders if at any time the NITKSH determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
32. The price bid of bidders who have not qualified in the technical bid shall not be opened.
33. The service provider/ contractor will not be entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the service/ work, whatever the cause for such delays may be.
34. No manpower and housekeeping personnel shall be put on duty on overtime basis.
35. **SECURITY DEPOSIT:** The successful contractor should deposit an interest free Security deposit of **Rs. 27.00 lakh** before entering into the agreement by means of RTGS/ Demand Draft / FDR/ Bank guarantee bond [in the specified format valid for a minimum of 40 months] any scheduled bank drawn in favour of the "**NITK, Surathkal Hostels Trust**" payable at Surathkal/ Mangaluru.
36. **Forfeiture of SD:** The SD shall be forfeited in case of any breach of terms and conditions of the contract.
37. **RELEASE OF SD:** The SD of the successful tenderer shall be returned without any interest after completion of the contract period after adjusting any dues from him on producing a "No objection

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Certificate/ No dues Certificate" from the Assistant Labour Commissioner (Central), Mangalore; and on production of proof of payment of EPF and ESI premiums.

38. The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder.
39. The NITKSH will not provide residential accommodation to any of the workers of the contractor.
40. The NITKSH shall not be under any obligation for providing employment to any of the workers of the contractor after the expiry of the contract. The NITKSH does not recognize any employee- employer relationship with any of the workers of the contractor.
41. If any overpayment is detected as a result of post-payment audit, it shall be recovered by the NITKSH from the agency/contractor out of his bills or deposits.
42. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns and shall keep the NITKSH fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The NITKSH in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the NITKSH is required by the order of the Law to fulfill the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or deposits.
43. Subject to the NITKSH's right to accept any tender/ reject any or all the tenders, the NITK, Surathkal Hostels will award the contract to the bidder whose bid has been determined to be substantially responsive to the tender document and who has offered evaluated Tender Price, provided further that the bidder has the capability and resources to carry out similar type contracts effectively. Eligibility shall be based on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidences must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the NITKSH do not satisfy the above requirements, will not be considered.
44. Prior to the expiry of the period of validity of the tender, the NITKSH will notify the successful bidder in writing by registered letter that his tender has been accepted. This letter (hereinafter referred as the Letter of Intent) shall name the sum, which the Institute will pay the contractor in consideration of the execution of the work/service by the contractor as specified in the contract document (hereinafter called as the contract price). This letter of Intent will form a part of the Contract.
45. On receipt of this letter of Intent, the successful tenderer will have to enter into an agreement. If the tenderer fails to execute the agreement within the specified time, the earnest money deposit shall be forfeited to the NITKSH and the tender will be rejected. If any loss to the NITKSH results as a result of such measures due to the default of the tenderer, the same will be recovered from the tenderer by suitable course of action including legal proceedings.

The cost of the non-judicial stamp paper/ document paper required for the agreement shall be borne by the service provider/ contractor.

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46. Amendment of tender document: At any time prior to the last date of receipt of bids, NITK Hostels may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment. The NITK Hostels may at its own discretion extend the last date for the receipt of bids or may cancel the tender.
47. Determination of successful bidder: The bidder (technically qualified) who quotes lowest price bid shall be the successful bidder subject to its meeting to the statutory requirements.
48. The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

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SCOPE OF WORK OF THE CONTRACTOR [SERVICE PROVIDER]:

1. The contractor shall deploy his personnel engaged under this contract at various hostel blocks/ offices/ messes of the NITKSH as per the directions of the authority concerned. **He is responsible for supervision of such workers deployed for their proper behavior and proper discharge of their duties assigned.**
2. The personnel thus deployed in various hostel blocks/ office/messes shall work according to the office timings/ working time of that hostel blocks/ office/messes.
3. The contractor shall **not** assign any overtime duty to any of his personnel engaged under this contract.
4. The contractor shall maintain all necessary Registers and Records as required under statutory norms and Labour laws. He shall maintain an Attendance Register of his workers engaged under this contract.
5. The wages to the workers engaged under this contract shall be paid only through bank payment (RTGS/ NEFT)/ account payee cheques after getting it verified from the concerned section of the NITKSH. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the contractor within the time limit that stipulated under Section 17 of The Code on Wages Act, even if the payment is not received from the NITKSH.
6. The contractor shall give an acknowledgment for the materials handed over to him from the NITKSH. All such materials shall be returned in good working condition on completion of the contract period.
7. The contractor shall provide uniform (2 pairs of uniform) to all the personnel engaged for housekeeping service and see that they are in uniform while on duty.
8. The contractor shall provide identity card to all the personnel engaged under this contract.
9. No alcoholic drinks, smoking and other Statutory banned items/articles/ consumables shall be consumed by the employees of the Contractor during duty hours nor they shall be under alcoholic influence.
10. The contractor shall comply with all his responsibilities mentioned in other sections of this tender document.
11. Contractor shall obtain a Licence from the Assistant Labour Commissioner (Central), Mangaluru before the commencement of the contract work and keep it in currency throughout the contract period.
12. All the materials required for the work such as Brooms, basket, Cob- web stick, mopping stick, cleaning, Cloth, Brushes, garbage bags etc., will be provided by the Hostel office *as per the need*.
13. **The “Housekeeping service” is required to be carried out on all seven days of the week (i.e. Monday to Sunday).**
14. Strict discipline must be observed by the workers.

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15. The workers put in work must be provided with the proper uniform with name tags to distinguish them from other staff. The contractor should provide **GOOD QUALITY** gumboots and hand gloves for cleaners.
16. Disinfectants, Harpic, Lysol, Phenyl Naphthalene balls, etc. required for Toilet cleaning, floor mopping and urinal cubes will be provided by the Hostel office.
17. The contractor should bring and use High pressure jet pump and Industrial type vacuum cleaner for cleaning works.
18. **It is the duty of the contractor to supply required number of sweepers and cleaners on all the days including Sundays and holiday. In case any worker is absent alternative arrangements must be made by the contractor.**
19. Wherever it is found that the assigned work is not performed up to the entire satisfaction of the NITKSH, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the NITKSH and if no action is taken immediately, penalty of Rs.500/- per day per complaint will be imposed by invoking penalty clause.
20. Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to NITKSH.
21. Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The person deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike / unfair activities etc. during performance of his/her duty. He shall indemnify NITKSH harmless in all respects under this contract.
22. Be it private or public areas, the contractor's workers shall be liable to be frisked /checked by the security personnel at NITKSH premises or on duty at any time during performance of their duties.
23. A list of workers working in the hostel premises should be furnished to the Hostel office immediately after commencing the manpower and housekeeping contract. Any changes thereafter in the list should be intimated from time to time to the Hostel office
24. The contractor must submit a report on Friday of every week giving details of weekly task performed in the format **(Annexure - I)** with the counter sign of six students staying in particular block. If Friday happens to be a holiday to the NITKSH, the report shall be submitted next working day.
25. At least 40% of the housekeeping workers should be available for duty from 7.00 AM to 3.00 PM. The remaining should be available from 11.00 AM to 7.00PM.

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Housekeeping Services

| | | | | |
|----|---|-----------------|--------------------|--------------------|
| 1 | Toilet Cleaning | Daily | Monday to Sunday | Every two hours |
| 2 | Bathroom Cleaning | Daily | Monday to Sunday | Twice per day |
| 3 | Wash Basin Cleaning | Daily | Monday to Saturday | Every 2 hours |
| 4 | Floor Cleaning | Daily | Monday to Saturday | Every 2 hours |
| 5 | Dustbin Cleaning | Daily | Monday to Saturday | Every 2 hours |
| 6 | Mirror Cleaning | Daily | Monday to Saturday | Every 2 hours |
| 7 | Mopping corridors, verandah, TV rooms, Staircases | Daily | Monday to Saturday | Every 2 hours |
| 8 | Cleaning of doors, windows, window glasses, steel railings | Daily | Monday to Saturday | Four times a day |
| 9 | Drainage Chock up cleaning | Daily | Monday to Saturday | As & when required |
| 10 | Cleaning of Dustbin and placing naphthalene balls in toilet | Daily | Monday To Sunday | Daily |
| 11 | Chocking of toilet area cleaning | Daily | Monday to Sunday | As & when required |
| 12 | Corner Cleaning | Daily | Monday to Saturday | Daily |
| 13 | Cobweb Removal | Twice in a week | Sunday | Twice in a week |

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| | | | | |
|----|---|------------------|--------------------|-----------------------------|
| 14 | Door, Urinals, Wash basins deep cleaning | Weekly | Sunday | Weekly |
| 15 | Toilet Fixtures | Weekly | Sunday | Weekly |
| 16 | Dustbin Scrubbing | Weekly | Sunday | weekly |
| 17 | Floor Scrubbing | Weekly | As per schedule | |
| 18 | Removal of bushes in the road side | Daily | Monday to Saturday | Daily |
| 19 | Collection of Garbage & Waste in Outside Area | Daily | Monday to Saturday | Once |
| 20 | Collection of plastic wastages in hostel zone | Daily | Monday to Saturday | Once |
| 21 | Cleaning of Water coolers | Weekly | Saturday | Once & as and when required |
| 22 | Cleaning of water storage tanks (both overhead and underground) | Monthly | As per schedule | As per schedule |
| 23 | Cleaning of Hostel Terrace | Monthly | As per schedule | |
| 24 | Tree plantation and watering | | | As and when required |
| 25 | Mess Cleaning | Daily | Daily | Twice |
| 26 | Sweeping and Mopping inside the students room using disinfectants | Thrice in a week | As per Schedule | Thrice in a week |

26. The roadside areas of the hostels should be kept neat & clean by removing bushes, rubbish & debris etc. at all times. The approach roads, connecting main roads etc. should be kept clean on daily basis.
27. If plants, shrubs etc. grow on the walls, roof etc. they should be uprooted accordingly as directed by the Hostel authorities.

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28. The sewer lines, rain water pipes, urinal outlets etc. need to be cleaned in the event of any choking immediately.
29. The bushes shrubs around the hostel area should be removed as and when they appear.
30. Spraying of insecticides for outside and inside use, as per manufacturer's specification, once every fortnight. Competent trained person should be deployed for this purpose.
31. Spraying of mosquito repellent chemicals by use of fogging machine using King fog as per manufacturer's specification, once every week either in the early morning or after sunset. During the months of April to December the frequency of spraying should be twice a week. Competent trained person should be deployed for this purpose.
32. The drains should be cleaned as per requirement. Bleaching powder should be spread on the surrounding surface of drains twice a month or as directed.
33. Lady Supervisor as well as scavengers/sweepers/conservancy labours will only be allowed in all the Ladies Hostels and other places where lady students are accommodated.
34. The waste in the Hostel premises should be kept clean on regular basis and the rubbish thus collected should be dumped in the garbage bins.
35. Sweeping and Mopping inside the student's room using disinfectants
36. **General Cleaning:** Cleaning of water tanks (overhead), Water storage tanks (underground), cleaning of water coolers, cleaning around the water coolers, assisting to skilled personnel while changing water filter cleaning of doors, windows, window glasses, steel railings, Cleaning of Hostel terrace. Cleaning of bath rooms, toilets, urinals, Wash basins in all the hostel blocks, removing cobwebs General cleaning outside the hostel, Sweeping, mopping hostel rooms, entire verandah, and common areas including staircases, Hostel Surrounding cleaning and Cleaning of Open Channels and any other work /service that might arise.
37. **Hostel Surrounding cleaning:** all areas surrounding the hostel block including footpath on the front side, back side, cleaning of roads. Removing Plastic litters, removing paper litters, removing grass using agriculture spade, shovels and Gorgonite pickaxe, and also using grass cutting machine, removing bushes and shrubs as and when it grows.
38. **Cleaning of small Open Channels:** The main duties and responsibilities are Routine drain cleaning, remove litters, remove solid wastes, reporting of defects and blockages, Remove Blockages for the smooth passage of rain water and any other work /service that might arise. Any blockage in water closets, urinals, washbasins and bathrooms, the contractor should clean the same.
39. Plantation and Watering: To do plantation around the hostels, Fruit tree and ornamental plants, flowering plants, Indoor plants etc. and also watering the plants.
40. Any other service/work that might arise depending upon contingency.
41. Willful damage to NITK Hostels' property by the contract worker(s) will be accounted for by the Contract Employee/Contractor.

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GENERAL CONDITIONS AND CLAUSES OF CONTRACT

1. CONTRACTOR/ SERVICE PROVIDER IS THE EMPLOYER OF ALL WORKERS/EMPLOYEES ENGAGED BY HIM:

The contractor/ service provider is the employer of all workers/ employees engaged under this contract. They shall not be treated as employees of the NITKSH. The NITKSH does not recognize any employee- employer relationship with any of the workers/ employees of the contractor.

All statutory payments in connection with the employment of the workmen under this contract shall be borne by the Contractor/ service provider.

The contractor/ service provider should take all required registrations and pay premiums correctly to labour welfare funds; ESI; EPF etc constituted by the Union Government and Government of Karnataka from time to time.

As estimated, total 150 manpower and housekeeping personnel per day are required. **These numbers are only indicative.** These numbers may vary depending on the actual requirement. Additional manpower if required shall be arranged by the agency at the contract rate.

All statutory benefits to the housekeeping personnel supplied should be given to them by the contractor including leave, leave wages, weekly off as per the statutory norms

The variation for engaging manpower and housekeeping personnel under the contract is at the sole discretion of NITKS Hostel Trust and will be intimated to the contractor from time to time. Manpower and Housekeeping personnel per day vary from 15 to 150 depending on requirement.

2. PERIOD OF VALIDITY OF TENDER

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders (except for the Minimum wage). If any tenderer withdraws his tender before the completion of contract period or makes any modifications in terms and conditions of the tender, then the NITKSH has the liberty to forfeit the Earnest Money Deposit/ take action as per the Bid Security Declaration.

3. DISBURSEMENT OF PAYMENT:

The wages to the employees/workers engaged under this contract shall be paid only through payment to bank account of the worker or account payee cheques after getting it verified from the concerned section of the NITKSH. Wages shall not be disbursed in cash payment. The wages shall be disbursed by the contractor within the time limit that stipulated under Section 17 of The Code on Wages act, even if the payment is not received from the NITKSH.

4. SUB-LETTING:

No part of the contract shall be sublet to any other sub-contractor/agents to carry out above said contract work. It means that the present work contract is non-transferrable in nature. Contractor shall

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not transfer the contract any other third party by "Power of Attorney" authorizing others carry out the work.

5. SUB-CONTRACTING:

The Contractor/ service provider shall not sub-contract any part of the Work/ service without the written consent of the "NITKSH" and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract. The Contractor shall be responsible for all the acts, defaults and neglects of the sub-contractor, his employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

6. DURATION OF CONTRACT:

Subject to the fulfillment of the terms and conditions of contract/ tender documents, the contract period shall be for **THREE YEARS** from the date as specified in the Letter of Intent/ work order. The performance of the contractor shall be evaluated by the NITKSH once in every six months. If the performance is not satisfactory in the opinion of the NITKSH (which is final and binding on the contractor), then the NITKSH shall terminate the contract giving two months' notice. The contract is also extendable beyond the three years period subject to the fulfillment of contract conditions satisfactory performance attested by NITKSH Trust and at mutual consent of both the parties.

7. INSURANCE:

The successful bidder shall take group insurance on workers engaged under the contract on signing the contract to meet his obligations under Workmen Compensation Act.

8. INDEMNITY BOND:

The Contractor/ service provider shall indemnify the NITKSH against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor/ service provider shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

9. REMOVAL OF WORKMEN:

The " NITKSH " shall be at liberty to object to and require and Contractor to remove forthwith from the Work any person employed by the Contractor in or about the operation or maintenance of the Work who in the opinion of the " NITKSH " misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the " NITKSH " to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the " NITKSH ".

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10. COMMUNICATIONS TO BE IN WRITING:

All references, communications, correspondences made by the "NITKSH" / the NITKSH's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

11. USE OF PREMISES:

The Contractor shall not occupy any land, building belonging to or in the possession of the "NITKSH" without prior approval of the NITKSH.

12. LABOUR LEGISLATION:

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971. Minimum Wages Act - 1948, Payments of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on Work and for bonus, EPF retirement benefits, retrenchment/lay off, compensation etc. The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/ clauses of this contract.

The contractor shall abide by and comply with all relevant laws and statutory requirements covered under Labour (R&A) Act, Minimum wages Act, EPF, ESI etc. It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the NITKSH as well as to the Labour department.

13. SUBMISSION OF DETAILS OF PAYMENT MADE:

The contractor shall submit to the NITKSH every month along with his bill, a copy of documents evidencing the disbursement of wages along with copy of acknowledgment of wage receipt, acknowledgements of premiums remitted to EPF, ESI, Insurance, and any other document that may be insisted for verifying the veracity of submittals, of previous month for the NITKSH's record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time.

Failure to comply with this, the agreement is liable for termination without any notice.

14. RESPONSIBILITY OF SAFETY & REPORTING ACCIDENT.

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the " NITKSH " and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

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15. ACCIDENT OR INJURY TO THE WORKERS OF THE CONTRACTOR.

The " NITKSH " shall not be liable for, in respect of any damages to the workers of the contractor or compensation payable in consequence of any accident or injury or death of the workers engaged by the contractor due to the negligence of the contractor in performing his responsibilities or otherwise.

16. PRESERVATION OF PEACE:

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and manpower of property.

17. TERMINATION OF CONTRACT:

The Contract can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for termination of contract if the contractor violates any of the terms and conditions of the agreement.

Determination of the contract

Subject to other provisions contained in this clause, the NITKSH may, without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior service, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely, determine the contract in any of the following cases:

- i) If the contractor having been given by the NITKSH a notice in writing to rectify, improve the quality of service or replace any worker or that the service work is being performed in an inefficient or improper or bad manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the service work or has failed to proceed with the service work with due diligence so that in the opinion of the NITKSH (which shall be final and binding) that the contractor will be unable to perform the contract properly and continues to do so after a notice in writing of seven days from the NITKSH.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the NITKSH.
- v) If the contractor fails to start the contract within the time that stipulated in the work order.

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When the contractor has made himself liable for action under any of the cases aforesaid, the NITKSH shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the competent authority of the NITKSH shall be conclusive evidence). Upon such determination or rescission, the Earnest money deposit and Manpower Deposit shall be forfeited and shall be absolutely at the disposal of the NITKSH.
- b) To take any legal actions against the contractor.

In the event of above course (s) being adopted by the NITKSH, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

18. PAYMENT OF BILLS:

The billing will be on monthly basis.

The Contractor shall submit his bill in duplicate before the 1st day of every month, pertaining to the previous month, to the NITKSH along with the copy of all related documents such as (i) copy of attendance (print out of biometric) of the month concerned duly certified by the Officer-in charge and wage slip; and other documents as specified under Clause 13. The bill shall be cleared by 5th day of the month as far as possible. However, for any delay in clearing the bill, no interest shall be paid. In case, 1st day and 5th day of any month happens to be a non-working day, then the next working day will be day in lieu of the non-working day.

The payment to the contractor towards his bill are the reimbursements by the NITKSH. The contractor should pay to his workers as per the time stipulated in the Labour Laws without waiting for payment from the NITKSH.

Payment towards employees/workers engaged shall be made as per the attendance of actual workers deployed as certified by the Officer-in-charge.

19. BONUS TO THE WORKERS:

The contractor shall pay bonus to the manpower and housekeeping personnel engaged under the contractor as admissible under Payment of Bonus Act - 1965 as amended from time to time. **The bonus thus paid shall be reimbursed to the contractor on production of documentary proof after getting it verified from the NITKSH auditors. Any bonus paid, if found to be inadmissible, shall not be reimbursed.**

20. LEAVE BENEFITS:

The contractor shall allow his employees/ workers for availing leave that specified in the relevant Labour Rules applicable to his establishment. If any leave with wage is admissible and had to be paid by the contractor, the leave wage **paid shall be reimbursed to the contractor on production of documentary proof (such as leave letter from the workmen, approval of the leave by the contractor, copy of rule under which the leave with wage was approved, and any other**

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related document that insisted by the NITKSH) after getting it verified from the NITKSH auditors. Any leave wage paid, if found to be inadmissible, shall not be reimbursed.

WEEKLY DAY OF REST:

The contractor shall allow his employee/ worker for a day of rest every week (the rest day) for every six days of work as admissible under relevant Labour Rules. The rest day shall not be treated as leave day.

21. RECOVERY OF STATUTORY PAYMENT LIABILITY:

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Minimum Wages Act – 1948; Payments of Wages Act 1936; Payment of Bonus Act 1965; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, NITKSH is obliged or made to pay or happens to pay any amount or wages to personnel employed by the contractor in execution of the work/ service, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the NITKSH will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the NITKSH under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, NITKSH shall be at liberty to recover such amount or any part thereof by deducting it from the manpower deposit or from any sum due by the NITKSH to the contractor whether under this contract or otherwise. The NITKSH shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NITKSH full manpower for all costs for which Institute might become liable in contesting such claim.

22. LABOUR LICENCE:

The contractor shall obtain a valid licence from the Assistant labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of contract.

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23. LIQUIDATED DAMAGES/ COMPENSATION FOR DEFAULT:

In case of any default such as occurrence of theft; damage to the NITKSH property on account of negligence of the contractor in performing the obligations under this contract, non adherence to the instructions or similar default, then the contractor shall be liable to pay liquidated damages at the rate mentioned below.

| Sl.No | Nature of Default | LD Charges |
|-------|---|--|
| 1 | Non – wearing uniforms | Rs.500 per incident/worker + taxes as applicable |
| 2 | Non -having safety shoes while on work | Rs.500 per incident/worker + taxes as applicable |
| 3 | Not performing Housekeeping duties as mentioned in Page No. 29,30,31 | Rs.1000 per incident/worker + taxes as applicable |
| 4 | In case theft of any NITKSH property | Rs.5000 per incident + taxes as applicable+ cost of material as decided by the NITKSH |
| 5 | In case of damages to any NITKSH property | Rs.1000 per incident + taxes as applicable+ cost of making good as decided by the NITKSH |
| 6 | Non – adherence of Instructions of the Hostel Supervisor/ Wardens/ Hostel Authorities | Rs.500 per incident + taxes as applicable |

24. SETTLEMENT OF DISPUTES / ARBITRATION:

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Professor In charge, Hostel Affairs of NITKSH under Arbitration and Conciliation Act, 1996 (26 of 1996).

The venue of arbitration shall be at Surathkal/ Mangaluru.

The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Mangaluru jurisdiction.

25. FORCE MAJEURE

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities

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by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the NITKSH in writing immediately on such occurrences.

26. INCREASE IN MINIMUM WAGES DURING THE CONTRACT PERIOD:

Applicable only for the workers directly engaged under the contract:

If the Government by an order increases the Minimum wage or the VDA during the currency of contract period and by virtue of this increase, if the contractor happens to pay extra wages over and above the rate (minimum wage) quoted by him, then the difference of such incremental wage and applicable other statutory payments (without considering other establishment charges of the contractor, other overheads or his profit thereon) shall be reimbursed to the contractor on his application along with supporting documents. However, if the rate (minimum wage) already quoted by him takes care the incremental wage, then the contractor has to bear the increased wage and the NITKSH will not reimburse the same.

27. JURISDICTION OF COURT:

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

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DEFINITIONS AND INTERPRETATIONS

1. **DEFINITIONS:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

a) **NITKSH:**

Shall mean National Institute of Technology Karnataka, Surathkal Hostels, Post Srinivasnagar, Mangaluru – 575 025, represented by its Professor In Charge Hostel Affairs or their authorized representatives.

The **Director** means the Director of the Institute.

The **Professor In-charge** means the Faculty in charge of the NITK Surathkal Hostels affairs.

b) **SERVICE PROVIDER/ CONTRACTOR/ AGENCY**

Shall mean the successful tenderer to whom the contract has been awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns.

c) **CONTRACT; CONTRACT AGREEMENT**

Shall mean and include the following:

Notice inviting tender; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

d) **WORK/ JOB/ SERVICE**

Of the Contractor shall mean and include engagement, deployment and supervision of Manpower and housekeeping personnel as per the terms and conditions of the Contract for at NITK Surathkal Hostels.

e) **CONTRACT PRICE**

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the work order/ letter of Intent.

f) **SHIFT**

Shall mean the duration of eight continuous working hours.

g) **DAY:**

Shall mean calendar day. A working day means a shift of 8 hours.

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h) MONTH

Shall mean calendar month.

i) MINIMUM WAGE/ WAGES:

Shall mean the Minimum wage declared or ordered by the Central Government under Minimum wages Act from time to time for employees employed under **Manpower, Sweeping and cleaning for housekeeping service**. The total Minimum wage shall include V. D. A.

j) VDA:

Shall mean Variable Dearness Allowance declared by the concerned authority of the Central Government.

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Category of manpower falling under Employment of Sweeping and Cleaning for housekeeping

| | |
|--|----------|
| Sweeping and Cleaning (Unskilled) | |
| Sweepers | Cleaners |

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Category of manpower under falling skilled and semi-skilled

Manpower supply:

| Skilled | | | |
|---------------------------|------------------------------|-----------------------|-----------------------------|
| Office Clerk (Graduate) | Assistant at Cash (Graduate) | Supervisor (graduate) | Graduate literate assistant |
| Accounts Clerk (Graduate) | Asst. Mechanic | Computer operator | Electrical Wireman |
| Semi-skilled | | | |
| Office clerk (SSLC/PUC) | Electrician (Trained) | Diploma (Non-Engg) | Supervisor (Non-graduate) |
| Lift operator | Plumber | | |

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Format of Letter of Transmittal cum undertaking
(On the Letterhead of the bidder)

To:

The Professor In-charge,
Hostel Affairs
NITK, Surathkal,
Srinivasnagar Post,
Mangaluru – 575 025.

Sir,

Sub.: Tender for providing (i) Manpower and (ii) Housekeeping services NITK, Surathkal Hostels.

Having examined and understood the details given in the Notice inviting tender and the tender document for the above service, I / we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before uploading this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal Hostels can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our financial bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the NITKSH separately under related Clause of the contract).
6. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act 2019; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions and its amendments; Workmen Compensation Act, and its amendments; Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments while deriving our financial quote. I/ we further declare that I / we abide by the said Acts and Rules.
7. I/ we hereby agree to take group insurance.
8. I/We hereby declare that, I/We have visited, inspected and examined the site and its surroundings and satisfied ourselves before submitting this tender about the nature of the work, facilities that may be required and obtained necessary information about working conditions, risk contingencies etc., which may influence our bid.

Yours faithfully,

Date:

Seal & signature of Authorized signatory

Seal and signature of the bidder

Professor In-charge NITKS Hostels

Declaration by the Bidder:

I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of contract, other documents and Rules referred to in the conditions of contract and all other contents in the tender document before submitting my/our tender in CPP Portal.

I/We hereby tender for the work/ service specified in the notice inviting tender for the National Institute of Technology Karnataka, Surathkal Hostels and agree to undertake the same if awarded within the time specified in the tender document/ letter of intent/ work order.

I/ we declare that the decision of the NITKSH on determination of lowest price bid is final and binding on me/ us.

If I/we, fail to commence the work specified I/we agree that the NITKSH shall without prejudice to any other right or remedy, shall be at liberty debar us from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach as agreed upon in the Bid Security Declaration uploaded in the CPPP.

Seal and signature of the bidder with date

Address:

ACCEPTANCE

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the National Institute of Technology Karnataka, Surathkal Hostels.

The letters referred to below shall form part of this contract agreement: -

- a) Letter of Intent
- b) Work order and all future correspondences
- c) Documents as specified in the tender document.

Professor In-charge
For & on behalf of NITK, Surathkal Hostels

Dated.....

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF AFFIDAVIT

[For Sl. No. 9.9 of Eligibility Criteria]

[On a stamp paper of Rs.200 duly sworn before the Public Notary/ Oath Commissioner]

Name of work/ service: Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels.

Affidavit of Mr./Ms. _____, S/o/ of Mr. _____ aged about _____ years, resident of _____, working as -----(designation) for ----- (name and address of the bidding agency).

I, the above named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any manpower service contract / contracts of any organization/ department so far*/ during the previous three financial years (starting from 2017-18). [** strike out if not applicable*]
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders for manpower services by any organization/ department so far*/ during the previous three financial years (starting from 2017-18). [** strike out if not applicable*]
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ----- day of ----- 2021, at -----.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF SOLVENCY CERTIFICATE FROM A NATIONALISED OR A SCHEDULED BANK

(On the Letterhead of the Bank)

This is to certify that to the best of our knowledge and information, M/s _____, having their registered office at _____, a customer of our bank, is a reputed company with a good financial standing and can be treated as solvent to the extent of Rs. _____ (Rupees-----). This certificate is issued without any guarantee or risk and responsibility on the Bank or any of its officers.

Date:

Signature with date
Name, address & Seal of the Bank/ Branch

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF INDEMNITY BOND

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)
(Only by successful bidder on intimation)

Name of the service: Providing services of (i) Manpower and (ii) Housekeeping at NITK, Surathkal Hostels.

KNOW all men by these presents that M/s ----- (name and address of the agency) do hereby execute Indemnity bond in favour of National Institute of Technology Karnataka Surathkal Hostels, Mangaluru – 575 025 on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless NITK Surathkal Hostels, Mangaluru – 575 025 from:

1. Any third party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for ----- (Name of work);
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my employees;
3. Any claims by housekeeping personnel of mine/ ours or sub-contractors if any, under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any workman/ employee;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witness:

- 1.
- 2.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF LETTER OF INTENT

No. -----/B2

Date:

To:

(Name address of the agency)

Sir,

Sub.: Providing (i) Manpower and (ii) Housekeeping services at NITK Surathkal Hostels– Letter of Intent – Reg.

Ref.: 1. Notice inviting tender No _____
2. Your tender dated ----- in Two Cover system

This is to inform you that, subject to the terms and conditions of Notice inviting tender No----- and the tender document, your tender under reference (2) above for providing the above services at NITK, Surathkal Hostels is accepted as follows:

Details of accepted price bid

You are requested to submit a Security deposit of Rs.27 lakh (Rupees Twenty Seven lakh) by means of RTGS/ crossed Demand Draft/ Bank guarantee bond (in the format enclosed, validity of BG bond should not be less than 40 months) of any scheduled bank drawn in favour of the NITK, Surathkal Hostels Trust, payable at Surathkal/ Mangaluru within three days from the date of issue of this letter.

You are also requested to attend this office within three days from the date of issue of this letter along with a non-judicial stamp paper/ document paper of Rs.200 for executing an agreement. You are further requested to submit a self-attested copy of documents uploaded to CPPP and the original affidavit.

Subject to the fulfillment of the terms and conditions of the tender/ contract documents, the contract shall be for three year starting from ----- . Hence you are requested to take all needful action to deploy the personnel from -----, 2021.

Yours sincerely,

Professor In-charge
Hostel Affairs
NITK, Surathkal Hostels.

Copy to:

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF AGREEMENT

AGREEMENT FOR PROVIDING (i) MANPOWER AND (ii) HOUSEKEEPING SERVICES AT NITK, SURATHKAL HOSTELS

THIS AGREEMENT is made on the ----day----- by and between National Institute of Technology Karnataka, Surathkal Hostels, represented by its Professor in Charge Hostel Affairs, hereinafter called the "NITKSH" of the ONE PART (The expression "NITKSH" shall include his successors, assigns or transferees)

And

(Name and address of the agency) represented by -----, hereinafter called the contractor/ manpower agency/ service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the NITKSH has called tenders for providing (i) Manpower and (ii) Housekeeping services at NITKS Hostels, vide Notice Inviting Tender No.----- dated-----

WHEREAS among several other bidder's M/s ----- have also submitted their offer in response to the said notification. Among several agencies who have offered their bid, the NITKSH found the tender offered by -----(Name of the agency) is acceptable and hence offered to grant the contract of providing (i) Manpower and (ii) Housekeeping services to them vide Letter of Intent No.----- dated-----.

Whereas M/s ----- (Name of the agency) has accepted the award of contract. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
 - (i) Notice inviting Tender No.-----dated -----.
 - (ii) Tender document containing --- pages.
 - (iii) Documents submitted by the contractor along with his tender (containing – pages)
 - (iv) Letter of Intent No. -----
 - (v) Work order
 - (vi) All future correspondences between the parties
3. In consideration of the payments to be made by the NITKSH, the contractor hereby covenants with the NITKSH and execute the Manpower and housekeeping services with effect from ----- as per the provisions of the contract.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing personnel required in providing (i) Manpower and (ii)Housekeeping services .
5. That the Contractor hereby agrees to deploy manpower and housekeeping personnel as per the directions of the NITKSH during the contract period.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

6. The NITKSH hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Contractor

NITKSH

Witness:

Seal and signature of the bidder

Professor In-charge NITKS Hostels

FORMAT OF WORK ORDER

No. _____

Date:

To:
(Name and address of the agency)

Sir,

Sub.: Providing (i) Manpower and (ii) Housekeeping services at NITK, Surathkal Hostels – Work order – Reg.

Ref.: 1. This office letter of Intent No. _____ dated _____.
2. Agreement dated _____

The agreement dated _____ for providing the above service at NITK, Surathkal Hostels is accepted. A copy of the agreement is enclosed. You are requested to contact the NITKS Hostel Office for further instructions and deployment of manpower and Housekeeping personnel.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for Three years starting from _____, 2021.

The payment charge payable under this contract is as follows:

| |
|-------------------------------|
| Details of accepted price bid |
|-------------------------------|

You shall pay all the statutory benefits to the employees engaged under this contract and submit the remittance details to the NITKSH from time to time.

You are requested to obtain Labour Licence from the Labour Commissioner (C) as per Contract Labour (Regulation and abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. 3 required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed)

Encl: As above

Yours sincerely,

Professor In-charge
Hostel Affairs
NITK, Surathkal Hostels

Copy with copy of agreement to:

Seal and signature of the bidder

Professor In-charge NITKS Hostels

ANNEXURE – I

Weekly Reports of tasks performed

| Sl. No. | Tasks | Buildings/locations where carried out |
|---------|--|---------------------------------------|
| 1. | Cleaning of Toilets, Washbasins, Urinals, Bathrooms etc. | |
| 2. | Sweeping of common floor areas | |
| 3. | Cleaning of cob-webs | |
| 4. | Mopping the floors of all common areas | |
| 5. | Cleaning of Doors / Windows / Sunshades/ Lofts | |

| Sl. No. | Name/Contact details of Student | Signature |
|---------|---------------------------------|-----------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

| Sl. No. | Name/Contact details of contract labor | Signature |
|---------|--|-----------|
| 1 | | |
| 2 | | |
| 3 | | |

The report shall be submitted in duplicate, one copy to Hostel office, another copy to the Hostel Block Warden

Signature of Supervisor

Signature of Block warden

Date:

Place:

Seal and signature of the bidder

Professor In-charge NITKS Hostels

ANNEXURE- II

SPECIMEN CERTIFICATE FOR HOUSEKEEPING SERVICE TO BE OBTAINED FROM ALL THE HOSTEL WARDENS FOR EVERY MONTH

Certified that Sri / M/shas carried out the following works for Hostel, during the month of.....

Works to be carried out / actually carried out details:

| Sl. No | Item of work | Frequency at which it is required to be carried | Frequency at which actually carried out |
|--------|--|---|---|
| 1. | Sweeping and mopping of common floor area in all floors. | Daily | |
| 2. | Cob web removal work | Twice in a week | |
| 3. | Cleaning / washing of toilets (floors and walls up to dado height), steel railings and sanitary Installations like wash basins, water closets, urinals etc. with disinfectants and sprinkling phenyl on the floor | Four times in a day | |

General remarks

Signature of Hostel Secretary

Signature of Block Warden

Seal and signature of the bidder

Professor In-charge NITKS Hostels

ANNEXURE- III

WEEKLY FEED BACK CERTIFICATE FROM HOSTELS

NAME OF HOUSE KEEPING CONTRACTOR:

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

Student Representatives

Supervisor

Block Warden

- 1.
- 2.
- 3.
- 4.

Seal and signature of the bidder

Professor In-charge NITKS Hostels

ANNEXURE- V

Format for details of establishment for which the Agency had provided similar services during the previous five financial years - To be submitted year-wise in a separate sheet typed neatly, scanned and uploaded.

During the year 2015-16 to 2019-20

| Sl. No. | Name of the Department | Contact person, designation and phone number | During the year | Number of manpower provided |
|---------|------------------------|--|-----------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

Seal and signature of the bidder

Professor In-charge NITKS Hostels

ANNEXURE- VI

Format for details of similar service contracts in hand- To be submitted year-wise in as separate sheet typed neatly (Submit copy of work order also) scanned and uploaded.

| Sl. No. | Name of the Department | Contact person, designation and phone number | Contract period up to | Number of personnel engaged |
|---------|------------------------|--|-----------------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |

Seal and signature of the bidder

Professor In-charge NITKS Hostels

PRICE BID

PRICE BID FORMAT – ONLY INDICATIVE - Rate to be quoted in CPP portal only

Name of work: Providing Housekeeping services at NITKSH.

I am/ we are hereby offer our quote as follows:

| Sl. No. | Item | Quantity | Basic Wage per worker | VDA | Total wage including VDA | EPF contribution of the Employer | ESI Contribution of the Employer | Bidders profit and overhead in Rupees per worker | Total in ₹ (without tax) |
|---------|-------------------------------|-------------|-----------------------|-----|--------------------------|----------------------------------|----------------------------------|--|--------------------------|
| 1 | Sweeping and Cleaning workers | 121 numbers | | | | | | | |
| 2 | Skilled Personnel | 7 numbers | | | | | | | |
| 3 | Semi-skilled personnel | 22 numbers | | | | | | | |
| Total | | | | | | | | | |

Basic wage and VDA should not be less than the Minimum Wage for Central Sphere. NITK, Surtahkal is within Mangaluru City Corporation limits, under 'B' category of City as per CLC, Govt. of India notification.

GST is extra as applicable

// We declare that the above rate is derived duly considering all related statutory provisions/ obligations such as the Contract labour (Regulation and Abolition) Act 1970 and its amendments; Contract Labour (Regulation and Abolition) Rules 1971 and its amendments; Minimum Wages Act – 1948 and its amendments; Payments of Wages Act 1936 and its amendments; Payment of Bonus Act 1965 and its amendments; Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments; and all its amendments thereof and Rules frames there-under.

Note:

1. The number of workers required shown above is indicative and may vary depending on the actual requirement. Payment shall be made for the actual manpower utilized during the month per day basis.

Seal & Signature of the bidder

Signature valid

Seal and signature of the bidder

Digitally signed by PRITHAM RAMESH BANSOD
 Date: 2021.06.09 12:07:59 IST
 Location: eProcure-EPROC