

 <p>भारतीय प्रौद्योगिकी संस्थान तिरुपति TIRUPATI</p>	<p>भारतीय प्रौद्योगिकी संस्थान तिरुपति INDIAN INSTITUTE OF TECHNOLOGY TIRUPATI Venkatagiri Road, Yerpedu Mandal, Tirupati District, Tirupati – 517619.</p>	<p>Email: purchase@iittp.ac.in Phone: 0877-2503572 GST No: 37AAAI9917R3ZS.</p>
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Tender No: IITT/ADMIN/2023-24/08

Date: 03.07.2023

Tender for Providing Facility Management Services for the Guest Houses of IIT Tirupati

On behalf of the Indian Institute of Technology Tirupati, Tenders are invited in two bid system namely technical bid and financial bid for “**Rendering of Facility Management Services for the Guest Houses of IIT Tirupati**” Conforming to the specifications enclosed,

Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <https://etenders.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “**Help for Bidders**”.[Special Instructions to the Bidders for the e-submission of the bids online through this eProcurement Portal”],

Bidders can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type ‘IIT’. Thereafter, Click on “GO” button to view all IIT Tirupati tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/eprocure/app> as per the schedule attached.

No manual bids will be accepted. All tender documents including pre-qualification, Technical and Financial bids should be submitted in the E-procurement portal.

1	LAST DATE for receipt of Tender	: 24.07.2023 @ 03.00 p.m
	Date & Time of opening of Tender	: 25.07.2023 @ 03.00 p.m
	Pre bid meeting :	<p>Date and time: 10.07.2023 @ 04.00 PM Venue : Meeting Room, Administration Building, 4th Floor, IIT Tirupati</p> <p>Clarifications if any on the specifications, tender conditions etc. may be raised and will be clarified during the pre-bid meeting for the above tender</p>

A	Submission of Tender	<p>: As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal URL: https://etenders.gov.in/eprocure/app</p> <p>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.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app . All tender documents including pre-qualification bid, Technical Bid & Financial Bid should be submitted separately in online CPP portal as per the specified format only. Right is reserved to ignore any tender which fails to comply with the above instructions.</p> <p>No manual bid submission is entertained.</p>
GUIDELINES, TERMS AND CONDITIONS OF TENDER		
B	Searching for tender documents	<p>: i. 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.</p> <p>ii. 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 Tender” 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.</p> <p>iii. 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.</p>

C	Preparation of bids	:	<ul style="list-style-type: none"> i. Bidder should take into account any corrigendum published on the tender document before submitting their bids. ii. 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. iii. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option. iv. 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, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Documents” 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.
D	Submission of bids	:	<ul style="list-style-type: none"> i. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. iii. Bidder has to select the payment option as “Online” to pay the EMD as applicable. The EMD details with bank transaction reference number have to reach IIT Tirupati on or before the closure date and time of the tender. If the Details of EMD is not received before the closure date and time the tender will be summarily rejected. iv. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be

modified by the bidder, the bid will be rejected.

- v. 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.
- vi. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids, 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.
- ix. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

Number of Bids and their Submission:

The bidders should submit the bids in **two bid system** as detailed below:

Bid I Technical Bid

The technical bid should consist of Pre-Qualification – I&II, Technical specification, scope of work and guidelines (as per Annexure-A and Annexure 1 (i) to (iv), Form B: Housekeeping, Form B-1: Catering, Form B-2: Front Office, Form B-3: Laundry).

The bidder should go through the Technical bid of Annexure A & Technical Bid (Annexure-B, understand the requirement of IITT before bidding and submit the technical bid covering the details given in Annexure-A of the tender document, along with all relevant document proof in the proforma given in Annexure-B. **Any tender documents without these shall be invalid and rejected.**

Bid II Financial Bid

The financial bid should be submitted in excel format (BoQ) as per the Proforma in Annexure E and Upload in the CPP e-procurement portal. The quoted price should be inclusive of GST and other statutory levies.

Bidder should quote prices in BOQ only, bids indicating rates anywhere else shall be liable for rejection.

E	Assistance to bidders	: <ul style="list-style-type: none"> i. 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. ii. 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. The contact number for the helpdesk is [0120-4200462, 0120-4001002, 0120-4001005]
F	General Instructions to the Bidders	: <ul style="list-style-type: none"> i. The tenders will be received online through portal https://etenders.gov.in/eprocure/app. In the Technical Bids, the bidders are required to upload all the documents in pdf format. ii. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through https://etenders.gov.in/eprocure/app iii. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://etenders.gov.in/eprocure/app under the "Information about DSC".
G	Tender fee, Earnest Money Deposit (EMD) and Performance Bank Guarantee	: <ul style="list-style-type: none"> i. EMD of INR 1,00,000 (Rupees one lakh only) should be transferred through NEFT/RTGS to the following bank account on or before due date . ii. Tender fee of Rs. 1,500/- should be transferred through NEFT/RTGS to the following bank account on or before due date . <p>Name of beneficiary: Indian Institute of Technology Tirupati Address: Tirupati-Renigunta Road, Tirupati – 517 506 Account No: 35523338208 Name of the Bank: State Bank of India Branch Address: Settipalli, Tirupati – 517 506, Andhra Pradesh IFSC Code: SBIN0006677</p> <ul style="list-style-type: none"> iii. The EMD will be returned to unsuccessful Bidder, after finalization of the tender. The EMD shall be forfeited if any Bidder withdraws offer before finalization of the tender. iv. The EMD amount should not be sent through DD. v. The successful bidder shall submit a Performance

		<p>Guarantee of 10% of the bid amount by way of DD/ Bank Guarantee obtained from any commercial bank within 7 (seven) days from the date of issue of Letter of Intimation and Acceptance by IIT Tirupati. The tender inviting authority may extend the period for another 7 (seven) days on written request of the contractor for a valid reason for delay in submission of the performance guarantee.</p> <p>vi. Non submission of EMD details on or before the due date and time will result in rejection of the e-bid.</p> <p>vii. Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) for all these services only, are exempted from Tender fee/EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.</p> <p>viii. The bidders who seeks exemption from Tender fee/EMD as per clause no. 3 (c) above, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.</p>
H	Pre-Qualification & Eligibility Criteria	<p>:</p> <p>i. The technical specification and scope of work for this tender is given in Annexure A. The Bidders shall go through the specification and submit the technical bid in the proforma given in Annexure B in the tender document along with the supporting documents.</p> <p>ii. The bidder eligibility criteria for this tender are given in the tender document (Sl.No. 17). The Bidder shall go through the eligibility and submit the pre-qualification bid in the proforma given in Annexure C in the tender</p>

		<p>document along with the supporting documents.</p> <p>iii. The eligibility bid should be submitted in pdf format only through online (e- tender). No manual submission of bid is entertained.</p> <p>iv. All application for eligibility bid should have the page-wise heading as “Pre Qualification Bid” and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.</p> <p>v. The Technical bid should be submitted in pdf format only through online (e-tender). No manual submission of bid is entertained.</p> <p>vi. All technical bid should have the page-wise heading as “Technical Bid” and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.</p> <p>vii. The technical bid should consist of all technical details along with catalogue/brochure and other technical, commercial terms and conditions.</p>
I	Marking on Financial Bid	<p>i. Financial bid should be submitted in the prescribed proforma given in Annexure- E as per BOQ in xls format through e-tender only. No manual or other form of submission of Financial bid is entertained.</p>
2	Preparation of Tender:	<p>a) The rate quoted shall be all inclusive and no extra payment will be made other than statutory revisions as per the terms and conditions stipulated in this contract document.</p> <p>b) The offer/bids should be submitted through online only in three bid system i.e. Pre- Qualification Bid, Technical Bid and Financial Bid separately.</p>
3	Signing of Tender:	<p>The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in or not duly signed/authenticated. Specific attention is drawn to the delivery dates and terms and conditions enclosed herewith. Each page of the bids required to be signed and bears the official seal of the Bidders.</p> <p>If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.</p> <p>If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Notary Public.</p>

4	<p>Period for which the offer will remain open:</p> <p>The Tender shall remain open for acceptance/validity till: 90 days from the date of opening of the tender. However, the day up to which the offer is to remain open being declared closed holiday for the Indian Institute of Technology Tirupati, the offer shall remain open for acceptance till the next working day.</p>
5	<p>Prices:</p> <p>i. The prices quoted must be Nett considering all scope of work, terms & conditions and as per the technical specification mentioned in Annexure E. The prices quoted by the Bidders should be inclusive of GST and other statutory levies.</p> <p>ii. The conditional tenders will be summarily rejected.</p>
6	<p>No Advance Payment will be made for the service. The Payment will be made only after satisfactory completion of work and as per terms and conditions of the contract</p>
7	<p>Terms and Conditions: Failure to comply with any of the instructions stated in this document or offering unsatisfactory explanations for non-compliance will likely to lead to rejection of offers.</p>
8	<p>Right of Acceptance: IIT Tirupati reserves the right to reject the whole or any part of the Tender without assigning any reason or to accept them in part or full.</p>
9	<p>Communication of Acceptance: Letter of Intimation and acceptance will be communicated by post to the successful bidder to the address indicated in the bid.</p>
10	<p>Duration of the contract: Initially, the contract will be awarded for a period of two years. The period may be further extended annually based on the satisfactory performance and requirement basis as recommended by the Contract Monitoring Committee.</p>
11	<p>All information including selection and rejection of technical or financial bids of the prospective bidders will be communicated through e-Tender portal. In terms of Rule 173(iv) of General Financial Rule 2017, the bidder shall be at the liberty to question the bidding conditions, bidding process and/or rejection of bids.</p>
12	<p>Conditions of contract:</p> <p>Bidder should quote on the basis of the conditions referred to in the invitation to tender and tender papers.</p>
13	<p>Bidder shall submit along with his Tender:</p> <p>Firm Incorporation Certificate, PAN details, GSTIN, EPF registration, ESI registration, Labour License etc. details are to be provided. Name and full address of the Banker and their swift code, IFSC Code etc are to be provided.</p>
14	<p>Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.</p>
16	<p>The bidder shall study the scope in detail before submitting bid.</p>

17	The tenderer shall certify that the tender document submitted by him / her are of the same replica of the tender document as published by IIT Tirupati and no corrections, additions and alterations made to the same. If any deviation found in the same at any stage and date, the bid / contract will be rejected / terminated and actions will be initiated as per the terms and conditions of the contract.
18.	General Instruction: IIT Tirupati expects the Guest House to be maintained with 3 star and above hotel standards, with high end facility for our visiting academic community, ensuring efficient front office management, top notch housekeeping and catering and service management at the level of a 3 Star and above hotel standards.

Tender for Facility Management Services for the Guest Houses of IIT Tirupati

The prospective Bidders should note that high quality of service and professional approach is the essence of this contract. Please read carefully the Scope of Work – Technical Specification, Specific terms and conditions, General terms and conditions of the Contract, Special conditions of the Contract and the annexures/forms.

The following Annexures/Forms are part of the tender document under reference:

Sl. No.	Annexure / Form	Description	Page. No.
1.	Annexure : A	Technical Specifications – Scope of work	12
2.	Annexure : B	Proforma for Technical Bid	24
3.	Annexure : C	Proforma for Pre-Qualification Bid	25
4.	Annexure : D	Evaluation of Bids [Stage I & II]	27
5.	Annexure : E	Proforma for Financial Bid (BOQ)	29
6.	Annexure : F	Contract Monitoring Mechanism	30
7.	Annexure : G	Acknowledgement	34
8.	Annexure : 1	Details of Facilities in Guest House	35
9.	Annexure : 1(i)	Method and schedule of cleaning	36
10.	Annexure : 1(ii)	Minimum frequency of cleaning	38
11.	Annexure : 1(iii)	List of tools & equipment to be used for Housekeeping	40
12.	Annexure : 1(iv)	Minimum quantity of consumables to be used for Housekeeping	41
13.	Annexure : 2 (i)	Inventory details of Kitchen Utensils	43
14.	Annexure : 2(ii)	Inventory details of Furniture & Electrical Appliances	45
15.	Annexure : 3	Sample Menu & periodicity of supply	47
16.	Annexure : 4	Reports to be submitted by the Bidder in addition to other documents	49
17.	Annexure : 5	Minimum manpower required for Front office Management, Catering & Housekeeping services	50
18.	Form A	Financial Information to be furnished by the Bidder	51
19.	Form B	Housekeeping details to be furnished by the Bidder	52
20.	Form B-1	Catering details to be furnished by the Bidder	53
21.	Form B-2	Front Office details to be furnished by the Bidder	54
22.	Form B-3	Laundry services details to be furnished by the Bidder	55
23.	Form B-4(a)	Additional information for Housekeeping to be furnished by the Bidder	56
24.	Form B-4(b)	Additional information for Catering to be furnished by the Bidder	57
25.	Form B-4(c)	Additional information for Laundry Services to be furnished by the Bidder	58
26.	Form C	“Projects under execution or awarded “to be furnished by the Bidder	59
27.	Form D	Performance Report for works to be furnished by the Bidder	60
28.	Form E	“Structure and Organisation” to be furnished by the Bidder	61
29.	Form F	Declaration for bidders from country which shares a land border with India	62

30.	Form G	Self-declaration under Public Procurement Policy	63
31.	Form H	Blacklisting Undertaking	65
32.	Form I	Company Details	66

TECHNICAL SPECIFICATION**1.0 SCOPE OF WORK**

IIT Tirupati is looking for Facility Management services which includes planning, execution and monitoring for the following services.

- Housekeeping services
- Catering Services
- Laundry services
- Front-office services

The service provider should propose a manpower solution with one point control headed by a operation manager, support staff for each type of services. The minimum manpower required for the Facility Management services are defined in the Annexure 5. The ground level staffs' work have to be clearly demarked to carry out only one specific type of service i.e., the ground level staff in Housekeeping work should not be utilized in catering services and vice versa. Qualified and experienced personnel have to be deployed for each category of services.

The details of Guest Houses available which is covered in the scope of work, their location and extent is given in Annexure-1.

The list of items which will be handed over to the successful Bidder is given Annexure-2 (i) & Annexure 2 (ii).

The entire premises of Guest Houses with all the inventories will be handed over to the successful Bidder. The successful Bidder on award of the contract should take inventory of all items and take it to their stock Register. An overall tentative list of items proposed to be handed over to the successful Bidder is listed in Annexure-2. These items will be securely maintained by the successful Bidder during the currency of the contract and handed over to IIT Tirupati after the termination of the contract. The inventories will be periodically inspected by the officials of IIT Tirupati nominated for stock-verification. Any shortage noticed should be brought to the notice of Contract Monitoring Committee by the In-charge officer of Guest Houses and the decision of the Committee will be binding on the Contractor. Request for replenishment of inventories shall be informed to the Officer in-charge of Guest House.

The successful Bidder should execute the work as per the detailed scope given below:

2.0 SCOPE OF WORK FOR HOUSEKEEPING SERVICES

Housekeeping services required to be carried out in the Guest Houses with details of rooms and plinth areas is listed in Annexure 1. The methodology and frequency of cleaning is stipulated in Annexure 1(i) & 1(ii), with mechanized cleaning equipment stipulated in Annexure 1(iii) and using consumables as stipulated in Annexure 1(iv). The scope of work also includes litter picking in the area up to 10m from outer periphery of the Guest Houses. The details in the lists are only indicative and Bidders shall assess the actual requirement and indicate them in the technical bid. Housekeeping personnel should wear proper uniform while on duty.

3.0 SCOPE OF WORK FOR CATERING SERVICES

Responsibility of IIT Tirupati: The entire kitchen, Store Room, Dining Hall, Special Dining Hall, Wash Rooms along with all inventories will be handed over to the prospective Contractor. Besides, all the inventory items mentioned in the tender enquiry schedules will be handed over through Stock-Registers. These items will be securely maintained by the Contractor during the currency of the contract and handed over to IIT Tirupati after the termination of the contract. The above items will be inspected by the officials of IIT Tirupati nominated for stock-verification. Any shortage / breakage noticed will be brought to the notice of Contract Monitoring Committee and the decision of the Committee will be binding on the Contractor.

(a) Procurement of raw materials:

Guest House will be responsible for procurement of provisions, vegetables, milk and other ingredients required for preparation of food in the kitchen. The Contractor shall prepare monthly indents and submit them to the Guest House in-charge. The Guest House in-charge after scrutinizing the stock-on-hand shall approve the indent and procurement action will be done by Guest House IITT. On receipt of the provisions and other items, the Guest House in-charge shall check the quality and quantity of the items and the stock will be updated in the Stock Register and the whole stock will be handed over to the Catering Supervisor. The Catering Supervisor will take stock of items handed over into his safe custody and draw the requirement quantity of ingredients on daily basis based on the approved menu. At the fag-end of each month, the Supervisor(Catering) and the Guest House in-charge shall reconcile the balances and the Stock-on-hand will be certified by the Catering Supervisor. As regards procurement of other items like ice-cream, sweets, etc., which are specially required for high-level meetings, the same will be arranged by the Guest House in-charge. Expenditure incurred will be claimed through monthly bill.

(b) Responsibility of the Contractor:

The Contractor shall provide sufficient number of staff as per the below designation namely Operational Manager, Front Office staff, Cook, Waiter, Helper and Cleaner. Cooking personnel should wear Aprons and Caps and servicing personnel should wear Aprons, Caps, and Hand Gloves.

The duties and responsibilities of category staff are given below:

Sl No	Designation	Duties/Responsibilities
1	Operations Manager	The overall responsibility of food preparation, dining, delivery of food as per schedule, cleanliness, hygiene lies with manager. Dining Hall arrangement and maintaining the time-frame Make necessary arrangements to cook the food as per prescribed menu given by Guest House. Drawing daily provisions and other items from Store-keeper based on the approved menu. The palatability of the items prepared shall be tested by the Supervisor.
2	Cook / Assistant Cook	Preparation of breakfast, lunch, snacks, special lunch, Dinner & Special Dinner
4	Helper & Washer Up	Vegetable cutting, preparation of Tea/Coffee, Chapathi, preparation of batter for Idly/Dosa, preparation of soups and supply to Departments. General cleaning of the Kitchen and washing of utensils

5.	Housekeeping	Maintenance and cleaning on daily basis of all the rooms (with toilet cum bath), front office, stores, offices, kitchen, dining hall, all glass window pane, venation blinds and all fixtures.
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Preparation of Menu: The Contractor shall generally follow the sample menu provided by the Guest House. If any add-on is proposed, the same shall be approved through Guest House in-charge through official channel.

(c) **GENERAL RULES AND CONDITIONS**

The contractor shall provide necessary team of manpower including for a minimum average strength of 100 serves per day in the dining hall. Besides, the Caterer shall supply Breakfast/Lunch/Dinner/snacks/Tea/Coffee and other beverages as and when requests are received from the Departments of the IIT Tirupati.

- c.1 Dining facilities consisting of kitchens with all necessary vessels for cooking and fully furnished dining halls with Water Coolers, Refrigerator and Freezer etc. Plates, Cups, Tumblers and Spoons etc. for cooking and serving food will be provided. The Contractor must cook food in kitchen and food shall be serviced in dining halls.
- c.2 Morning Tea/Coffee, Breakfast, Lunch, Evening Tea/Coffee/Snacks and Dinner to be served as per the basic menu agreed upon with the IITT Facility Management. A copy of the sample menu is enclosed(Annexure-3). The contractor shall submit other varieties of menu proposed to be served by him/ her.
- c.3 Type of service : Self Service
- c.4 Cleaning/Washing plates/utensils and keeping the mess premises neat, clean and hygienic are the responsibilities of the caterer.
- c.5 The kitchen needs to be well maintained. Hygiene, cleanliness and presentation of not only the venue but also the staff should be given the top most priority.
- c.6 Reliability, quality and hygiene are factors based on which the caterer's performance will be evaluated monthly.
- c.7 The Caterer shall not serve food cooked in the dining facility in any unauthorized place.
- c.8 When circumstances warrant, the Caterer should cater for large number of Faculty/staff/Guests members at very short notice. Necessary staff arrangement to do the extra work should be arranged by the service provide and IITT will not pay any extra cost for the manpower.
- c.9 The caterer shall not assign, sublet or part with the possession of the leased premises and properties of the Institute therein or any part thereof under any circumstances.
- c.10 The selected Caterer shall start the dining facility on 0530 Hrs daily.
- c.11 Necessary permission in writing should be obtained by the caterer for overnight stay of their employees in the campus in times of exigencies.
- c.12 The performance of the catering service will be monitored as stipulated in this tender document
- c.13 The Contractor shall indicate the category wise minimum number of staff proposed to be engaged in the catering service. The numbers shall be indicated in the Technical proposal.
- c.14 The minimum number proposed in the technical bid of the contractor is only indicative and the contractor shall engage additional manpower if so warranted

4.0 SCOPE OF WORK FOR LAUNDRY SERVICES

- 4.0** The contractor shall provide laundry services for the linen used in the Guest Houses of IITT. The dry cleaning of the curtains, cleaning of upholstery of sofas, kitchen table clothes, hand towels etc. will also fall under the Laundry services. Laundry Services shall be done outside the IITT premises. In no case washing and ironing shall be allowed inside the Guest House premises.
- 4.1** In the Guest Houses, each cot is provided with one bed sheet covering the mattress, one pillow cover and another sheet for wrapping the blanket and one towel. In all, 5 garments are required to be washed and ironed using mechanical devices of Industrial type. The detergents used shall be branded without causing itching and skin related rashes. After / while washing, branded perfume shall be used for pleasant smell. The garments duly ironed shall be placed in paper packs separately for one set covering pillow cover, bed sheets and one towel. The blankets shall be put in separate paper cover for each blanket for safe maintenance.
- 4.2** Immediately on taking over, the IIT Tirupati Guest House will hand over all the linen available through Stock Register for maintenance by the Contractor. Fresh linen available with the Guest House will be provided on 'as required basis' which will be updated in the Stock Register.
- 4.3** Scheduling of laundry services shall be thrice in a week comprise a minimum of 150 garments per pick-up when the occupation is about 60%. When the occupation is more than 60%, a minimum of 250 garments per pick-up is expected. The clothes duly washed and ironed are required to be returned within 48 hours. Necessary transportation, loading and unloading shall be arranged by the contractor without any additional claim.
- 4.4** The above mentioned quantity and schedule of laundry service are indicative only. The contractor shall make necessary arrangement to maintain the linens and upholsteries in highest standard at any point of time without any additional claim.
- 4.5** Periodical stock-verification will be conducted by the nominated officials of the IIT Tirupati. The contractor shall make necessary arrangements to conduct the stock-verification. Any deficiency noticed during the stock verification will be appropriately dealt with by the authorities of Guest House.
- 4.6** The contractor shall maintain necessary register to account for all laundry services.
- 4.7** The Laundry Supervisor shall work in tandem with House-keeping Supervisor concerning the Guest House and plan replacing of linen during check-out. Further, additional requirement of linen by the guests, if any, will be through Housekeeping supervisor.
- 4.8** The Laundry Supervisor shall plan the frequency of washing, keeping in view the availability of washed linen and immediate requirement. For this purpose, the Housekeeping Supervisor shall provide the immediate likelihood of occupation of rooms in consultation with the Reception Desk. At any given point of time, the Laundry Supervisor will ensure availability of 30 % of washed linen of all categories for immediate provision to guests
- 4.9** Documents to be maintained by the Laundry Supervisor
- Stock-Register covering all types of linen taken over from IIT Tirupati
 - Linen items sent for washing – category-wise/Date-wise
 - Linen items received back duly washed – category-wise/Date-wise
 - Linen items not washed properly/damaged/torn during washing with date of receipt
 - Linen items replaced.
 - Linen items identified for condemnation.
- 4.10** If any extra labourers are employed for collection of linen/return of washed linen, the Contractor shall obtain permission from Security Office of IITT and obtain necessary Pass.

5.0 SCOPE OF FRONT OFFICE SERVICES

Establishment of Front Office Services at IITT Guest House

The Contractor shall establish a Front office for day-to-day operation and co-ordination of various services involved in the Facility Management. The contractor shall provide necessary manpower required for the Front office. The job-profile is listed in Annexure 5. This is indicative only. The detailed plan of establishment and operation of Front Office shall be submitted by the contractor along with the technical bid. These personnel shall perform the tasks and assignments under the direct supervision of the Officer-in-charge, IITT Guest Houses. They will coordinate all the activities in their respective sphere of functioning as per the directions of the Officer-in-charge, Guest Houses. A brief of the Front office services is narrated below:

5.0 Front office services

- 5.0.1 Front Office personnel should wear proper uniform duly approved by IIT Tirupati.
- 5.0.2 **Allotment of Rooms:** The Receptionist appointed by the contractor shall receive the Guest, verify the accommodation register and allot the room as directed by the Officer-in-charge appointed by IITT.
- 5.0.3 Necessary entries shall be made by the Guest in the Occupation register and the same shall be verified by the Receptionist. After that, the room key will be handed over to the Guest.
- 5.0.4 The Guest House Supervisor will accompany the Guest to the respective room and explain the facilities. The luggage of the Guest, if required, will be transported to the room by the room Waiter.
- 5.0.5 All the requirements of the Guests will be attended by the Waiter / Supervisor as and when the request arises from the Guest.
- 5.0.6 During check-out, the Waiter shall check the inventories of the room are intact and report to the Receptionist.
- 5.0.7 After that, the Receptionist shall raise the bill and collect the payments towards Boarding and Lodging charges as stipulated by IITT.
- 5.0.8 If required, the Receptionist shall help the Guest to avail the Call Taxi facilities at the risk and expense of the Guest.
- 5.0.9 Any complaints, during the stay of the Guest shall be attended by the Front office for remedial action.
- 5.0.10 The Front office shall manage the sale accounts, issue and collect payments towards Breakfast, Lunch, Dinner, Tea / Coffee and other Snacks etc. other than Guests staying in rooms.
- 5.0.11 The Front office shall maintain all accounts and records as stipulated in the tender document.
- 5.0.12 The Front office shall co-ordinate with IITT officials to carry out any repairs in the rooms and other areas in the Guest Houses.

5.1 Receipt of complaints

Complaints shall be registered by the Receptionist provided by the contractor at the Front office. The contractor shall obtain feedback from all the Guests regarding the quality of services rendered during their stay at the Guest House. The report on feedback collected along with analysis in editable softcopy form and hardcopy shall be submitted to the officer-

in-charge at the end of every month. Any specific issues / defaults relating to the facility provided shall be brought to the knowledge of the Officer-in-charge for necessary corrective actions.

5.1.1 Work allocation

The complaint as and when received will be allocated to the appropriate personnel for rectification.

5.1.2 Time limit for attending the complaints

All complaints should be attended within one hour and the same shall be entered in the register.

5.1.3 Minimum manpower to be stationed

Minimum number of personnel as committed by the contractor in technical bid shall be engaged on day to day basis. The contractor shall arrange necessary additional manpower as and when required to maintain the standard of Facility Management services.

6.0 GENERAL RULES AND CONDITIONS

- 6.1.** RO water, electricity & LPG gas will be provided by IIT Tirupati at free of cost.
- 6.2.** The Institute shall provide electricity and gas to the Caterer for the exclusive purpose of running the dining facilities in the Institute.
- 6.3.** The Caterer shall vacate the leased premises leaving behind all fixtures, furniture etc. which are Institute properties in good and tenable condition on expiry/termination of the contract.
- 6.4.** The Caterer shall not make or permit any construction or structural alteration or additional fitting inside the premises of the work place without prior written approval from the authorities.
- 6.5.** Employment of child labour is prohibited.
- 6.6.** The employees of the caterer should wear uniform along with a name tag.
- 6.7.** The caterer shall be responsible for proper conduct and behavior of the employees engaged.
- 6.8.** Smoking and consumption /distribution of alcohol is prohibited.
- 6.9.** The Caterer should ensure that all the employees are free from communicable diseases. Medical certificates to this effect should be made available for inspection by the authorities.

7.0 ADDITIONAL CONDITIONS

- 7.1.** The schedule of quantities referred to above is only limited for the purpose of indicating the quantum of work involved in the Facility Management services. It is not meant for subsequent measurement and payment in the course of execution of the work. Before submitting the tenders, the Bidders shall, therefore, have to satisfy themselves and indicate the same in the technical bid.
- 7.2.** The contractors shall execute the work as per the schedule proposed in the tender documents, and shall have no claim for any payment on account of deviations and variations in quantity of any item(s) or component(s) of the work, unless they are authorized deviations from the parameters and specifications contained in the tender documents.

- 7.3. Computerized Feedback arrangement needs to be maintained.
- 7.4. Essential material stocks to be maintained by the contractor.
- 7.5. The contractor shall maintain a Receipt and Issue register to account for the items supplied by IITT.
- 7.6. All materials and equipment needed for the scope of the work shall be supplied by the contractor unless otherwise specifically indicated in the tender document.
- 7.7. Daily, Weekly and monthly work reports, safety reports and labour reports, etc. shall be submitted by the contractor.
- 7.8. The officer nominated by the IITT will review the work at the regular intervals.
- 7.9. The contractor shall make necessary arrangement to disburse the labour wages through online banking and documentary evidence shall be submitted to the IITT during submission of running account bill. The contractor should pay the labour wages in the first week of succeeding month.
- 7.10. The contractor shall submit the monthly bill on or before 7th of every month.
- 7.11. The contractor shall maintain necessary attendance register and statements showing material consumed etc.
- 7.12. The contractor shall submit a copy of the EPF/ESI/bonus/insurance documents for the previous month along with each running bill.
- 7.13. The contractor must ensure that no labourers shall work without uniforms and other safety accessories like mask, shoes and gloves etc. Twice in a year, a minimum of two sets of uniform along with Shoes shall be distributed to each of the staff at the cost of the service provider. The design and Colour of the uniform shall be approved by IIT Tirupati
- 7.14. All the materials on arrival shall be shown to IIT Tirupati staff and a register should be maintained by the contractor indicating material received and balance at site. The contractor shall submit a copy of the invoice for the material supplied. The materials register should be submitted along with the RA bill.
- 7.15. The contractor shall provide a cell phone to all the supervisors and the list of phone numbers shall be submitted before start of work.
- 7.16. Rate shall be inclusive of all the above special conditions and other conditions mentioned in the tender documents, labour charge, material cost, equipment, ESI, EPF, bonus, GST and other taxes and levies etc.
- 7.17. For calculating the daily wage, the monthly wage shall be divided by 26.
- 7.18. For calculating the monthly wage, the daily wage shall be multiplied by 30 vide para 6 of G.O.(2D)No. 19, labour and employment (J1)dated 20.05.2001,Notification No. II (2) I.E/842/2004 published in Tamil Nadu Government Gazette, part II, Section2dated:28.09.2004atpages467 –468.Accordingly, the labour wage should be calculated for 30 days not 26 days.
- 7.19. Minimum wages shall be fixed as per the Central / State Government norms (whichever is higher to be paid).
- 7.20. **Dispute Resolution Mechanism:** In case of any dispute arising during execution of the contract, the following procedure will be followed for resolving the issue.
 - a) If any dispute during execution of the work, the contractor can submit a written request to the Officer-in-Charge for resolving the issue
 - b) If the Officer-in-Charge is unable to resolve the issue within 15 working days from the date of receipt of the request letter, the case will be forwarded to the Contract

Monitoring Committee.

- c) The Contract Monitoring Committee will go through the merit of the request and recommend a suitable resolution to resolve the issue within 15 working days from the date of intimation to the committee.
 - d) If the Contractor is not satisfied with the committee's resolution, the Arbitration Clause as mentioned in the tender document will be followed for resolving the issue.
- 7.21.** Periodical review will be conducted by a Contract Monitoring Committee in the following aspects of the contract implementation:
- a) Performance of the contractor and rating
 - b) Schedule for work assigned
 - c) Levy of penalty/ award of incentive
 - d) Operation of dispute solution mechanism for settlement of dispute with the contractor.
 - e) Termination of the contract, if warranted, due to poor performance as evaluated by the committee. The conditions mentioned in the tender document will be followed for the termination of contract.

8.0 INSPECTIONS

- 8.1** The service provider shall keep sufficient number of supervisors to monitor activities of their staff to ensure proper Facility Management services.
- 8.2** Supervisors should develop an inspection checklist that is tailored to the individual work area.
- 8.3** The checklists should be fixed at appropriate location and shall be signed by the supervisor as a token of inspection of the respective area.
- 8.4** All deficiencies noted during the inspection should be documented in sufficient detail to allow the use of the check list as a quality improvement mechanism.
- 8.5** During inspections, any safety and hygiene related deficiencies that constitute hazardous conditions must be given priority attention. Hazardous conditions that constitute imminent danger shall be immediately reported to the IIT TIRUPATI.

9.0 THIRD PARTY INSPECTIONS

- 9.1** IIT TIRUPATI may appoint an independent third party to inspect the service rendered by the service provider and check the level of Facility Management services.
- 9.2** Any deficiency observed and pointed out by the agency shall be rectified by the service provider.

10.0 Penalty:

Deduction on account of unsatisfactory catering services and improper housekeeping and maintenance of the Guest House, common places/facilities etc., will be made from the monthly bill. The recovery will be decided by the Officer In-Charge; Guest House/the designated officer. The methodology for deduction will be as under:

- (1) In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor. Further each occurrence of absenteeism in excess of 20% per shift for 3 continuous days will entail a penalty of 1.5% in the administrative charges charged by the contractor, subject to a maximum of 10%. Stern disciplinary action and a fine would be levied if manpower shortage continues for more than two days.
- (2) In case of non-maintenance of cleanliness or lapse of services/carelessness, deduction shall be made @ Rs.1000/-per event etc., from the bill of the contractor, taking into account the loss of goodwill and inconvenience caused to the guest/institute.
- (3) In case on non-performance and poor service by the Contractor, IITT may at its discretion, recover Liquidated Damages upon recommendation of In-charge Guest House. In the event of appeal, the decision of Director, IIT Tirupati shall be final and binding upon the Contractor.

The quantum of penalty shall be as follows:

- (a) Non-compliance in cleaning of Rooms including Reception, Lobby, dining, kitchen, office, public area Rs.1,000.00/day
 - (b) Non-compliance with laundry requirements Rs.200.00/ day
 - (c) Negligence in reporting of non-functioning of Equipment/Machinery/Telephone and other amenities Rs.100.00/day
 - (d) Non-compliance of environment friendly waste disposal methods Rs.300.00/day
 - (e) Not wearing of uniforms by Contractor 's employees / untidy uniformRs.100.00/day/Person
 - (f) Supply of food not as per approved Menu and/or insufficient quantity Rs.100.00/meal/ day
 - (g) The penalty for unsatisfactory and substandard catering service: Rs. 1000/-per complaint
- (4) In case of unforeseen or peculiar circumstances, the decision of the Officer In-Charge, Guest House/the designated officer, so far as imposition of penalty is concerned, shall be final.
 - (5) If the work is found unsatisfactory and below the expected standard in a particular area, Including carpentry, electrical or plumbing/maintenance etc., the Officer In-Charge, Guest Houses/the designated officer will have the right to get the same done by another contractor . The charges on account of this shall be deducted from the contractor's bill. Decision of the Officer In-Charge, Guest House/the designated officer shall be final in this regard.

11. Indemnity

(i) The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.

(ii) The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(iii) The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation

(m) Disclosure of Information related to services rendered

(i) Man power engaged by the service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the buyer organization or to such person as the buyer organization directs .

(n) Ownership and retention of Material: (i) Buyer shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any material or Documents.

- Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.
- The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer

12. Termination for Insolvency

a) The IIT Tirupati may at any time terminate the Contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

b) The courts of Tirupati alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this purchase. It is specifically agreed that no court outside and other than Tirupati Court shall have jurisdiction in the matter

13. Force Majeure

a) Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

b) Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

14. Arbitration & Jurisdiction

a) That in case of any dispute between party of first part and the party of other part arising out of or in relation to the agreement, the dispute shall be referred to arbitration of a sole arbitration to be appointed by the Director, IIT Tirupati. The award of the said arbitrator shall be binding on both parties.

b) The work shall be awarded to that party, whose rates are found genuine, lowest & capable to work at IIT Tirupati. The rates should be inclusive of all taxes. The Institute holds the right to reject any/all the bid(s) without assigning any reason.

c) Canvassing in connection with the tenders is strictly prohibited and tenders submitted by the tenderers who resort to canvassing will be liable to rejection. Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or staff of IIT Tirupati shall block his/ her tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

d) The courts at Tirupati shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

15. Other Terms and Conditions:

a) Deputed personnel cannot be changed without prior approval from the Institute. Similarly, if the performance of any service personnel is not found satisfactory, IIT Tirupati shall have the option to ask the service provider to change the concerned personnel.

b) The service provider shall in no case pay its employee less than the minimum mandatory rates per day in accordance with the Minimum wages fixed by Central Government and a record of that should be kept in a register, which may be made available for examination to IIT Tirupati as and when demanded.

c) The workers employed by the Contractor shall be agency's sole employees and IIT Tirupati shall not have any relation whatsoever with the employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.

d) The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for IIT Tirupati. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination or recurring instances. This is without prejudice to any other right available to CUG.

e) In case the bidders/successful bidder(s) are found in breach of any condition(s) at any stage of the tender, Earnest Money/Performance Security shall be forfeited.

- f) The firm (s), whose contract has been terminated by IIT Tirupati due to unsatisfactory performance, will not be eligible to participate in this tender.
- g) IIT Tirupati reserves the right to accept or reject any or all the tenders in part or in full or may cancel the tender, without assigning any reason thereof.
- h) IIT Tirupati reserves the right to relax / amend / withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any inquiry after submission of the quotation will not be entertained.
- i) IIT Tirupati reserves the right to modify/change/delete/add any further terms and conditions prior to issue of purchase order.
- j) IIT Tirupati may issue amendment/corrigendum to tender documents before due date of submission of bid. Any amendment/corrigendum to the tender document if any, issued by IIT Tirupati will be posted on CPP Portal. For the bidders, submitting bids on downloaded tender document, it is 'bidders' responsibility to check for any amendment/corrigendum on the website of IIT Tirupati or check for the same CPP Portal before submitting their duly completed bids.

TECHNICAL BID

Sl.No.	Details	Compliance (Yes/No)	Reference Page No.	Remarks, If any
1	Tender document for the work with various conditions, specifications and documents etc., as published by IIT TIRUPATI.			
2	Overall plan pertaining to the Facility Management services			
3	Schedule for Facility Management services and detailed transition plan			
4	Labour and material management plan showing the proposed number of men and material to be engaged by the contractor for the proposed services in each building.			
5	Quality control and Quality assurance plan for superior Facility Management services.			
6	Detailed specifications for the various items and components of the work involved in the services.			
7	Detailed calculation and tentative schedule of quantities for catering, laundry and housekeeping services including provisions for catering, cleaning materials, plant & equipment and other items and components of the work proposed to be used in the work.			
8	List of materials / tools & plants and its make /brand proposed to be used.			
9	Proposed organizational structure and total number of staff to be deployed for Facility Management services			
10	ISO certification if available			

**SIGNATURE OF BIDDER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

PRE-QUALIFICATION BID

Sl.No.	Bidder Eligibility Criteria	Compliance (Yes/No)	Reference Page No.	Remarks, If any
1	The bidder shall not be from a country sharing land border with India and if the bidder is from a country sharing land border with India the bidder should have been registered with the competent authority as per orders of DIPP OM No. F. No. 6/18/2019-PPD dated 23rd July 2020, and MoCI Order No. P-45021/112/2020-PP (BE II) (E-43780) dated 24th August 2020. A declaration shall be submitted with the bid as per format given in Form-F .			
2	Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under DIPP, MoCI Order No. P-45021/2/2017-PP (BE II) dated 16 th September 2020 and other subsequent orders issued therein, shall be eligible to bid in this tender. Declaration for Class-I / Class-II local suppliers should be submitted in the prescribed proforma format as per Form-G .			
3	The tender participating firm nor any of its partner has not been blacklisted / debarred /involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police. A self-declaration format given in Form-H .			
4	The firm must have an aggregate financial turnover of atleast Rs.1.5 Crores in the last 3 years i.e. 2019-20, 2020-21, 2021-22 (Financial statements / certificates issued by Chartered Accountant should be submitted as proof).			
5	The bidder should have one completed work of similar nature in Facility Management Services/Hospitality / Hotel Management sector with minimum capacity of 20 rooms as follows during the last 3 years ending 31.03.2023 . "Similar work" for this clause means comprehensive Hotel / Hospitality Management Services minimum capacity of 20 rooms by engaging necessary manpower, material and equipment etc. for a Guest House or Hotel in reputed Government Institutions / PSUs or 3 star and above hotel establishments.			
6	Necessary documentary proof like completion certificates in case of works carried out for Government department and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificate along with Form B: Housekeeping, Form B-1: Catering, Form B-2: Front Office, B3-Laundry Services			
7	Performance report for completed works should be attached along with Form D . A certificate in this regard certified by an officer not below the rank of Guest House in-charge in case of			

	Government works and General Manager or equivalent officer for other works and should be obtained and attached.			
8	<ol style="list-style-type: none"> 1. The bidder should have one ongoing work of similar nature in Facility Management Services/Hospitality / Hotel Management sector with minimum capacity of 20 rooms. Proof of work order / agreement copy need to be attached along with Form-C. 2. Certificate of ISO 9001: 2015, 22000: 2018 / Hazard Analysis and Critical Control Point (HACCP) certification to be submitted 3. The bidder should submit valid Food Safety and Standards Authority of India (FSSAI) certificate 4. Additional reports / registers should be submitted 			

**SIGNATURE OF BIDDER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

EVALUATION OF BIDS**Stage I: Technical Bid evaluation**

Technical Bid Evaluation will be done in two stages.

1. In the 1st stage, Bidder will be evaluated first for conformity with Pre-Qualification Eligibility Criteria-I and those bidders who have complied will alone be evaluated further.
2. In the 2nd stage, the details of Pre-qualification Eligibility Criteria-II and technical specification offered by the bidders will be evaluated by the technical committee. Only those bidders who have fully complied with Pre-qualification criteria I & II and technical specification will be considered for the technical presentation to be made before the Tender Committee. The technical submission and technical presentation together are considered for technical bid evaluation.

The parameter to be considered for Technical Presentation and the maximum marks for each parameter of the technical bid as under

Sl. No.	Evaluation Parameters	Maximum Score
1	a) Overall plan pertaining to the Facility Management services b) Schedule for Facility Management services and detailed transition plan	10
2	a) Labour and material management plan showing the proposed number of men and material to be engaged by the contractor for the proposed services in each building. b) Detailed specifications for the various items and components of the work involved in the services. c) Detailed calculation and tentative schedule of quantities for catering, laundry and housekeeping services including provisions for catering, cleaning materials, plant & equipment and other items and components of the work proposed to be used in the work. d) List of materials / tools & plants and its make /brand proposed to be used.	30
3	Quality control and Quality assurance plan for superior Facility Management services.	10
4	Proposed organizational structure and total number of staff to be deployed for Facility Management services	15
5	ISO 9001: 2015 / 22000: 2018 / Hazard Analysis and Critical Control Point (HACCP) certification	5
	TOTAL MARKS	70

Note: The Technical Evaluation Committee may also visit any one of the premises of the Facility Management Service offered by the bidder, if necessary, to ascertain the quality & hygiene.

After evaluation of Technical bid including their technical presentation, the financial bids of only those firms who have **secured a minimum of 49 marks (70%)** in the stage II of Technical bid evaluation will only be declared as technically qualified for opening of financial bid.

Stage II: Financial Bid Evaluation

The lowest financial bid amongst those qualified in the Technical bid will be declared as successful bidder (L1) and the contract will be awarded to the successful bidder (L1) subject to other usual conditions.

In case one or more bidders quoted lowest price, if tie, the lowest bidder will be selected on the basis of the following conditions in sequence:

- a) Annual value of turnover: Bidder having a larger turnover will be given preference
- b) Number of years of experience.

Value of similar works executed: Bidder having large value of similar works executed will be given preference.

Selection of successful bidder and Award of Order:

The successful bidder will be selected based on Quality and Cost based Analysis (QCBS).

The total score, both technical and financial, shall be obtained by weighing the technical and cost scores and adding them up. The calculation for arriving at the total combined score (Technical and Cost) is given below.

Marks obtained by a Bidder for the technical bid	=	M		
Amount quoted by the lowest bidder	=	L1		
Amount quoted by a Bidder	=	L		
Points for Financial proposal of the bidder	=	$(L1/L) \times 100$	=	F
Combined technical and financial score (H) of the bidder	=	$M \times 0.7 + F \times 0.3$	=	H

The combined technical and financial scores of all the bidders will be calculated as above and the bidder who secures the highest combined score (H1) will be selected as the successful contractor.

FINANCIAL BID - BILL OF QUANTITIES (BOQ)
Rendering of Facility Management Services for the Guest Houses of IIT Tirupati

(BIDDERS HAVE TO QUOTE THEIR PRICES ONLY IN EXCEL BOQ, NOT TO BE QUOTED HERE. THIS IS ONLY FOR REFERENCE PURPOSE FOR UNDERSTANDING)

It. No	Description of work	Unit	Qty (in month)	Rate in Figure	Total Amount
1	Rendering Facility Management Services including Housekeeping, Laundry, Catering and Front office Services at Guest Houses as per the terms & conditions stipulated in the tender documents, technical presentations / proposals and other submissions before award of contract	Lump sum Per Month	12		
	GST	18%			
	Grand Total including GST.				

- **It is mandatory to depute minimum manpower as mentioned in Annexure 5.**

Total Amount Rs. in words _____

**SIGNATURE OF BIDDER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

CONTRACT MONITORING MECHANISM

Performance monitoring and rating

The performance of the Facility Management service shall be measured as per the below rating. If the performance rating is less than 7, detailed explanation shall be given for each deficiency. The above rating shall be done independently by the Contractor and its auditing team to check the performance. The rating for each building shall be submitted by the Contractor along with every monthly bill.

The Contractor shall enclose a detailed checklist for all day-to-day activities along with the technical bid.

MONITORING THE PERFORMANCE OF HOUSEKEEPING SERVICES

In addition to the general conditions of Contract, any violation in the schedule of operation of housekeeping services and poor performance of services will result in penalty as decided by the Contract Monitoring Committee. Based on the recommendations of the high-level committee, the penalty will be imposed on the Contractor and the same will be deducted from his/her running account bill. The penalty clause will be operated in the following circumstances:

- 10.1.1 Non-compliance of schedule of services
- 10.1.2 Non-deployment of personnel
- 10.1.3 Failure/ late (more than 1 hour) to attend emergency complaints
- 10.1.4 Damage to the institute property – as per actual repair /replacement cost +20%

The Contract Monitoring Committee is having full powers to fix penalty rates depending upon the detailed study of each case. The Contract Monitoring committee can also use the following methodology to levy penalty and release incentive to the Contractor based on the performance of the Facility Management services.

Performance assessment by the Contract Monitoring Committee	
To evaluate the performance of the Facility Management service rendered by the Contractor at IIT TIRUPATI, the following rating system with marks ranging from 0-10 will be followed.	
Evaluation criteria- Rating system for housekeeping services	0-10 points
The service of the Contractor if found	Rating will be
Very poor	≤2
Poor	>2<4
Fair	>4<6
Good	>6<8
Excellent	>8≤10
The Contract Monitoring committee constituted for monitoring the Facility Management services will evaluate the performance of the Contractor. At regular intervals, the committee will inspect the Guest Rooms, Kitchen, Dining hall, Rest rooms, Corridor, Lobby and other premises including Food Quality randomly and evaluate the performance of the services rendered by the Contractor. Based on the committee's assessment, the committee has been empowered to impose fine for the poor Facility Management service by the Contractor. The criteria for levy of fine is given below. The committee has also been empowered to do surprise inspection as and when required. The Committee has full powers to avail feedback from any Guests and customers.	

If the performance of the overall Facility Management service is found to be less than 7 marks , maximum 5% of total monthly charges will be levied as fine after issue of due notice to the Contractor . The repetitive and consecutive non-compliance will invite maximum 10% of total monthly charges as levy of penalty as decided by the High-power committee.

If the performance rating of a month is found to be less than 7 marks in any of the individual activity or overall average ratings the committee can decide to levy penalty directly or give an another opportunity to Contractor for taking corrective actions within a stipulated period. In that case, a lump sum amount of 5% of the total bill value for a month shall be withheld till final clearance by the Contract Monitoring Committee.

Date of inspection		
Time of inspection		
Dining Hall / Building		
Location ID		
Taste	Food Quality	
Colour		
Pleasant Smell		
Temp. of the Food		
Attraction		
Hygiene		
Proportions		
Sensory attributes		
Adulteration		
Plates / Tumblers		Cleanliness Dining / Kitchen area
Counters / Kitchen Equipment		
Furniture		
Average Food Quality		
Average Cleanliness of Dining / Kitchen area		
Overall average		
Cooking method		
Cleaning method		
Menu management		
Checklists		
Waste Disposal		
Serving method		
Store room maintenance		
Achievement of Schedule		
Overall Average cooking / cleaning process		
Visual / Physical Impression		
Very poor <=2, Poor - >2<4, Fair >4<6, Good >6<8, Excellent >8<=10		
Quality of Food and Cleanliness based on site inspection		
b. Rating of performance of Catering services		

Date of inspection		
Time of inspection		
Guest room / Building		
Location ID		
Room	Building internal	
Restroom		
Corridor / Staircase		
Dining hall		
Common room		
Office		
Joineries		
Furniture		
Dustbin		
Terrace		Building external
Building outside		
Parking area		
Average Building internal		
Average Building external		
Overall average cleanliness		
Material usage		
Equipment usage		
Sweeping		
Mopping		
Deep cleaning		
Litter picking		
Achievement of Schedule		
Overall Average cleaning process		
Visual Impression		
Very poor <=2, Poor - >2<4, Fair >4<6, Good >6<8, Excellent >8<=10		
Premises cleanliness and hygiene condition based on visual site inspection		
a. Rating of performance of housekeeping services		

Date of inspection
Time of inspection
Guest room / Building
Location ID
Bed sheet
Pillow cover
Towels
Screens
Upholstery
Average Hygiene and Cleanliness
Delivery
Ironing
Bed making
Perfume used
Achievement of Schedule
Overall Average Laundry service process

c. Rating of performance of Laundry services

cleanliness and hygiene condition of Linens and other upholsteries based on visual site inspection

Very poor <=2, Poor - >2<4, Fair >4<6, Good >6<8, Excellent >8<=10

Visual Impression

Visual Impression on Hygiene and Cleanliness

Laundry Service Process

Date of inspection
Time of inspection
Guest room / Building
Location ID
Politeness
Communication
Service speed
Co-ordination
Attending to calls
Average Front office and Helpdesk services
Record keeping
Availability of manpower
Ability to handle complaints
Method of attending to requests
Resolving issues
Overall Average Process

d. Rating of performance of Front office & Help Desk

Quality of Front office & Helpdesk services based on visual site inspection

Very poor <=2, Poor - >2<4, Fair >4<6, Good >6<8, Excellent >8<=10

Visual Impression

Visual Impression on Front office/ Helpdesk services

Front office and Help desk Process

ACKNOWLEDGEMENT

It is hereby acknowledged that I/We have gone through all the points listed under “Specification, Guidelines, Terms and Conditions” of tender document. I/We totally understand the terms and conditions and agree to abide by the same.

**SIGNATURE OF BIDDER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

DETAILS OF FACILITIES IN GUEST HOUSE

The number of facilities to be covered under this contract is listed below:

S.No	Location	VIP Lounge cum dining	Conference room	Standard Single Room	Standard Double Room	Suite Room Triple Room
1	GF	1	1	-	1	2
2	FF	-	-	-	3	4
3	SF	-	-	-	11	0

Total Plinth area in sqm:

Sl. No.	Floor	Rooms	Balcony/Verandah	Corridor/Staircase	Dining A/C Dining	Kitchen/Store	Comm on Area	Toilets /Rest Rooms	Office	Wall	Carpet Area	Unit Built Up Area
1	GF	34	426.87	69.76	219.85	107.22	334.59	84.48	62.11	154.99	1275.56	1927.18
2	FF-SPLIT 1	4	15.88	16.1	-	-	-	28.013	-	20.74	114.15	166.87
3	FF-SPLIT 2	24	100.29	52.79	-	-	151.56	-	-	84.87	462.2	700.15
4	SF	28	100.43	52.79	-	-	151.56	-	-	87.21	459.72	700.15
											2311.63	3494.35

NOTE:

- 1) The above mentioned area is indicative and for reference only. The bidders should visit all of the above buildings and its surrounding to assess the actual quantum of work, minimum men, material and equipment requirement for delivering superior quality Facility Management services.
- 2) The bidder shall assess the exact requirement of the manpower required to adhere to the scope and schedule of the Facility Management services. The details of manpower proposed to be deployed by the contractor shall be enclosed along with the technical bid. The details shall include breakup and scheduling of manpower proposed to be deployed for attending day to day round the clock Facility Management service. In addition to the above requirements, the contractor shall keep sufficient number of manpower to adjust against relievers, weekly-off, absentees and attrition.

METHOD AND SCHEDULE OF CLEANING

- a) **Sweeping and Mopping:** Sweep clean all corridor and floor areas of all rooms including damp mopping of tiles, vitrified floors, kota/marble/cement/mosaic floors, staircases, sidewalls, handrails and entrance areas so that the entire area mentioned shall be free of dirt/mud/footprint/liquid spills and other litter.
- b) Cleaning of all chairs, tables, trash bins should be done. Movable items of furniture shall be moved to clean underneath. After sweeping the floors, all corridors and other machine accessible area shall be machine scrubbed. Areas where the machines cannot approach shall be scrubbed manually. The sweeping shall also be carried out in walkways and all-round the buildings. When completed, the floor and walls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water. Vacuum cleaning shall be done using appropriate type of vacuum cleaner for carpet, joineries and furniture including shampooing of carpets once in 6 months.
- c) **Wet area cleaning including restrooms:** Thorough cleaning and sanitization of toilets, bathrooms, mirrors, glass windows, wash basins and shower facilities using suitable non-abrasive cleaners and disinfectants. All surfaces shall be free of grime, soap, mud and smudges.
- d) Refilling of soap dispenser with liquid soap and paper roll wherever required for water closet in toilet/bathrooms shall be provided. Automatic air freshener with required consumables shall be placed in all toilets.
- e) **Trash Removal:** Providing dust bins one each in restroom /toilet and at junctions of each floor, emptying all waste paper baskets from all floor areas and washing/wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning items where they were located. All waste from dust bin will be collected and deposited in the building's waste containers.
- f) The scope of work shall include litter picking within the area of Guest Houses. After cleaning, the area should be free from plastic, metal, dry leaves, debris and other foreign materials. The dry leaves shall be cleared only up to 10m from the building outer edge and the designated parking space. The road cleaning including shoulder up to 1m width is excluded from the scope of the above work. The collected litter shall be deposited at designated space earmarked by the Officer-in-charge, Guest Houses within IIT Tirupati campus
- g) **Glass Surface Cleaning:** All glass at entrance doors, windows, curtain glazing and louvers shall be cleaned using damp and dry method with adequate safety measures. Glass tabletops, cabin doors, cabin partitions and glass accessories would also be cleaned. Removal of grease marks or finger prints on glass counters and partitions should be carried out. This cleaning shall be done using approved all-purpose cleaner and lint free cloth.
- h) **Damp & Dry Cleaning:** Wipe clean all table tops of workstations, cubicles and all furniture, fixtures, sign boards, electrical panels, fire extinguisher, hand rails with necessary safety precautions.
- i) **Deep Cleaning:** Deep cleaning restrooms includes thorough dusting, cob web removal, dry sweeping / wiping, wet wiping / mopping / sanitizing using scrubber and jet wash, sanitizing of floor, walls, water closets, wash basins, urinals all plumbing fittings, incinerators, joineries, dust bins, floor traps, electrical fittings (lights / exhaust fan / switches etc using necessary cleaning chemicals.

- j) Deep cleaning all rooms / corridors includes taking out all furniture to facilitate thorough dusting, cob web removal, dry sweeping / wiping, wet wiping / mopping using scrubber and vacuum cleaners, sanitizing of floor, walls, furniture, computers, monitors, printers, telephones, external surface of AC ducts, ACs (Window / Split), external surface of false ceiling, joineries, dust bins, electrical fittings (lights / exhaust fan / switches etc. using necessary cleaning chemicals).
- k) **Dry cleaning of terrace area:** Terrace cleaning includes sweeping of dry leaves, removal of unwanted materials on the terrace and near the mouth of the rain water pipe, removal of small tree growth, disposal of collected waste from terrace to the disposal point with necessary safety arrangements etc. as required.
- l) **Cleaning of Overhead Water Tanks:** All the overhead water tanks shall be cleaned once in a fortnight, especially in the afternoon without causing inconvenience to the Guests. Appropriate chemicals and approved detergents shall only be used for this purpose.

MINIMUM FREQUENCY OF CLEANING

S. No	Area	Example	Type of cleaning	Frequency of cleaning – No of time per												Remarks		
				Day			Week			Month			Year					
				1	2	3	1	2	3	1	2	3	1	2	3			
1	Common room	All Guest Rooms/kitchen/dining/store room/Lobby	Sweeping	✓														
			Mopping	✓														
			Deep cleaning				✓	✓							✓			
2	Office	Reception Office, foyer & entrance	Sweeping	✓														
			Mopping	✓														
			Deep cleaning															
4	Building internal circulation space	Corridor /staircase	Sweeping	✓														
			Mopping	✓														
			Deep cleaning							✓								
5	Rest room	Toilets /bathrooms	Sweeping			✓												
			Mopping			✓												
			Deep cleaning	✓														
6	Building Outdoor	Parking and building Surroundings	Sweeping				✓											
			Litter removal up to 10m from building outer edge	✓														Area beyond 10m to be cleaned weekly once. Dry leaves need not to be cleaned beyond 10m.
7	Furniture	Tables /chairs /desks /benches/boards /signage /screens /blinds	Vacuuming / Cleaning with wet cloth				✓											
8	Joineries	Glass / louvers /shutters /doors/ windows /A/c ducts / curtain glazing	Vacuuming / Cleaning with wet cloth								✓							
9	Building top	Terrace /gutter	Sweeping								✓							
10	Walls	Corridors	Dry dusting/ vacuuming / wet cleaning								✓							
11	Inside rooms	Guest Rooms	Deep Cleaning											✓				
12	Overhead Tanks	Overhead cleaning	Deep Cleaning								✓							

Note:

Whenever the rooms are vacated, the rooms shall be cleaned thoroughly and all toiletries shall be replaced for occupation of the next Guest. Emergency assistance is required to be provided in case of sickness of guests by contacting the Institute Hospital and the payment will be borne by the Guests. All the waste shall be properly disposed off into the dedicated bins placed in the Guest Houses and the same shall be handed over to the Ozone (Organization maintaining solid waste in IIT TIRUPATI). The food waste shall be taken outside the campus by the Contractor without any additional claim. All food waste shall be removed within 8(eight)hrs.

The cleaning frequency specified in the above table is the minimum. However, the actual frequency required to maintain the standard of service shall be deemed to have been included in the scope of work. The housekeeping services shall be done in two shifts. Necessary manpower shall be provided for attending to any emergency housekeeping complaints during night hours without any additional claim.

During inclement weather, the frequency may be higher than the minimum agreed schedule.

In case of any conference / seminar / workshop, additional attention shall be paid to keep the premises clean.

Deep cleaning activity: The furniture inside the Guest rooms / conference room shall be taken out and the entire room shall be deep cleaned. The furniture shall be cleaned thoroughly and rearranged in proper position. This activity shall be carried out twice in a year and proper record should be maintained for the same.

Drinking water purifier dispensers / covers / stands shall be wet cleaned and flushed on daily basis. Drinking water cans will be provided by IIT TIRUPATI at free of cost.

Timing of Cleaning

- a. Guest Rooms services shall be operated between 6 AM and 10PM in all days
(Rest room cleaning–1st – 9am to 12am, 2nd –2pm to 5pm, 3rd –8pm to 10pm)
- b. All rest rooms excluding rest rooms in Guest rooms shall be cleaned at every two hour interval
- c. **Helpdesk - 7AM to 7PM**

LIST OF TOOLS AND EQUIPMENT TO BE USED FOR HOUSEKEEPING

S.No	Tools and Equipment	Minimum Nos. to be deployed
1	Double disc scrubber cum drier	01 No.
2	Single disc scrubber	02 No.
3	Heavy industrial use Multifunction Vacuum cleaner with suction	01 No.
4	Small vacuum cleaner	02 No.
5	Industrial use blower	01 No.
6	Waste trolleys	03 Nos.
7	Entrance mat (internal/external use)	2 Nos. for each building
8	Automatic room freshener kit with consumables	100 Nos.
9	Dust bin - The dust bin shall be made of plastic / FRP with foot operated lid. The dust bin volume shall not be less than 7 ltr. capacity for office and Guest rooms. For common area, the volume shall not be less than 30 ltr. Capacity.	As per requirement
10	Safety signs to be used during cleaning operation	As per requirement
11	Ladder	As per requirement
12	Liquid Soap container	As per requirement

Note:

The tools and equipment specified is indicative and for reference only. However, the required tools and plants to maintain the standard of Facility Management services shall be deemed to have been included in the scope of work. Along with the technical bid, the Contractor shall provide a detailed list of tools and plant and its schedule of operation proposed to be used for achieving superior quality of Facility Management services.

If any additional quantity and additional tools and plants required during the housekeeping services, the same shall be provided by the Contractor without any additional claim.

Any repair/replacement of the equipment shall be carried out immediately at their own cost so that the services are not affected at any case.

MINIMUM QUANTITY OF CONSUMABLES TO BE USED FOR HOUSEKEEPING (on monthly basis)

The Bidder shall indicate the minimum quantity in the technical proposal. The Bidder shall indicate make and brand of all materials proposed to be used in the work.

S.No	Consumables	Unit	Minimum quantity required	S.No	Consumables	Unit	Minimum quantity required
1	Toilet cleaner - Taski R6 or equivalent	Ltr.		18	Mop set	each	
2	All in one cleaning chemical solution - Suma multi or equivalent	Ltr.		19	Scented phenyl	Ltr.	
3	Steel scrubber	Each		20	Soft broom	Each	
4	Urinal Screen Mat with Fragrance with 28 days life (Taski Fresh and Clean or equivalent)	Each		21	Coconut broom	Each	
5	Round Mop	Each		22	Glass cloth	Each	
6	Naphthalene ball	Kg		22	Checked cloth	Each	
7	Hand wash liquid- Taski Soft care Enhance or equivalent	Ltr.		23	Flora 50gms	Each	
8	Toilet brush	Each		24	Rubber gloves	Pkt.	
9	Washing soda Suma scale	Kg.		25	Room freshener spray 300ml (British Clean or equivalent)	Each	
10	Liquid chlorine	Ltr.		26	Washing powder - Suma Multi	Kg.	
11	Antiseptic liquid	Ltr.		27	Washing soap	Each	
12	Dust bin cover	Box		28	Disinfectant soap	Each	
13	Garbage bag (Biodegradable)	Kg.		29	Utensil cleaner 500ml - Suma Multi	Ltr.	
14	Nylon scrubber	each		30	Malabar broom	Each	
15	Bleaching powder	Kg.		31	Biodegradable disposable bag (Medium) for disposing off napkins	Each	

16	Dust pan MS	each		32	Provision of Coffee Sachet, Tea Sachet, Sugar Sachet and Milk Powder Sachet in the Guest Rooms on daily basis	Each	
17	Wiper	each		33	Provision of Sample Liquid bath solution, Shampoo Sachet & Dental Pack in the Guest Room on daily basis	Each	

Note:

The material specified is indicative and for reference only. The Contractor shall provide the quantity and brand name of each material / chemical proposed to be used for the Facility Management service along with Technical bid. However, the material required to maintain the standard of housekeeping shall be deemed to have been included in the scope of work and in any case no additional claim will be entertained for additional material requirements. The cleaning tools and accessories which are in service condition may be carried over to the next month to achieve efficiency and economy. The consumables to be used shall be procured by the Contractor from reputed firms and the cost claimed in the monthly bill. The items along with the bills will be checked by the Officer I/c or his authorized representative before use and kept in the store room. Relevant stock ledgers will be maintained by the House-keeping Supervisor and produced at the time of submission of bill. Since usages of plastic items are banned, biodegradable items only need to be procured as per policy of the Institute.

Contractor will be responsible for procurement of items mentioned in the above table. The Contractor shall prepare monthly indents and submit them to the Guest House in-charge. The Guest House in-charge after scrutinizing the stock-on-hand shall approve the indent and procurement action will be done by the Contractor. On receipt of the items, Guest House in-charge shall check the quality and quantity of the items and the stock will be updated in the Stock Register. The Housekeeping Supervisor will take stock of items handed over into his safe custody and draw the required quantity. At the fag-end of each month, the Supervisor (Housekeeping) and the Guest House in-charge shall reconcile the balances and the Stock-on-hand will be certified by the Supervisor (Housekeeping). Expenditure incurred will be claimed through monthly bill.

Kitchen related equipment details (IIT Tirupati)		
S No	Item Description	Quantity in Nos
1	Clean dish table with two under shelves	4
2	Clean dish and work table with two under shelves	2
3	Work table	8
4	Work table with two under shelves - large	9
5	Work table with two under shelves - medium	15
6	Work table with two under shelves - small	4
7	Work table with sink - large	3
8	Work table with sink - medium	4
9	Work table with sink - medium	2
10	Soiled dish landing table with garbage chute	1
11	Soaking sink unit	2
12	Pri-rinse wash sink unit	2
13	Single sink unit	3
14	Three-sink unit	2
15	Three-sink unit	1
16	Chapati collection table	1
17	Chapati collection table	1
18	Chapati rolling table	1
19	Chapati rolling table	1
20	Utility trolley – 3 tier	13
21	Pot rack 3 tier	5
22	Storage rack – 5 tier	55
23	Dunage rack	7
24	Ss exhaust hood without ducting, hanging and fans	6
25	Ss exhaust hood without ducting, hanging and fans	1
26	Ss exhaust hood without ducting, hanging and fans	1
27	Ss exhaust hood without ducting, hanging and fans	1
28	Pick-up counter	3
29	Pick-up counter	2
30	Plate pickup table	6
31	Incredient bins	25
32	Bain marie hot	6
33	Wall shelf	2
34	Chapati plate with puffer	4
35	Gas operated dosa plate	3
36	Wet grinder 15 ltrs	1

S No	Item Description	Quantity in Nos
37	Wet grinder 10 ltrs	1
38	Potato peeler	2
39	Electrical idli steamer	3
40	Low height cooking burner range	8
41	Three burner cooking range	4
42	Dough kneder	2
43	Double pan deep fryer	1
44	Sandwich griller double plate	2
45	Sandwich griller single plate	1
46	TEA or COFFEE COUNTER	2
47	Conveyor toaster	4
48	Four Door Refrigerator with 2 years onsite product warranty and 10 years compressor warranty	2
49	Two Door Refrigerator with 2 years onsite product warranty and 10 years compressor warranty	3
50	Freezer with 2 years onsite product warranty and 10 years compressor warranty	6
51	Water Coolers with 2 years onsite warranty	5
52	Water Heaters with 2 years onsite warranty	5

Inventory details of Furniture and Electrical Appliances

I.No.	Item Specification	SR-Suite Rooms (6)	ER-Executive Rooms (15)	GWL-Ground Floor Waiting Lounge	GWA-Ground Floor Waiting Area	FWA-First Floor Waiting Area	SWA-Second Floor Waiting Area	GCR-Ground Floor Conference Room	GVD-Ground Floor VIP Dining Hall	GVL – Ground Floor VIP Lounge	GDH – Ground Floor Dining Hall	VHO – Guest House Office	Warden Office	Total Qty.
		Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	
1	Single Bed	12	30											42
2	Single Mattress 36 x 78 inch	12	30											42
3	Bed/Sofa Side Table (0.45 mt x 0.45 mt)	24	60	4	4	4	4							100
4	TV Table with Storage (2 mt x 0.55 mt)	12	15											27
5	Study Table (1.5 mt x 0.55 mt)	12	15											27
6	Low height Storage with granite countertop (1.5 mt x 0.55 mt)	6						2	2					10
7	Study/Office Chair Type-II of OFC Report	12	15							8		28		63
8	Coffee Table (0.6 mt dia)	12	15											27
9	Coffee Table Chair	18	30											48
10	Sofas Three seaters			3	2	2	2			2				11

11	Sofas Single seaters	6			2	2	2						12
12	Centre Tables (36'' x 36'')	6		1	2	2	2			1			14
13	Sofa-cum-Bed As per GeM CB	6											6
14	Conference Table (12+1 seaters) + 17 chairs 4600 x 1800							1					1
15	Meeting Table (1.0 mt x 1.0 mt)	6								2			8
16	Dining Table 2- seater 0.8 mt x 0.8 mt										6		6
17	Dining Table (4- seater) 1.5 mt x 0.8 mt										14		14
18	Dining Table (10- seater) 3.2 mt x 1.4 mt								1				1
19	Dining Table Chairs -	12							10		68		90
20	Workstations Two-seater										7		7
21	L-Shaped Table 1800 x 50 (Main Table) 1080 x 460 (Side Table)										1	7	8
22	Refrigerator 180-210 Ltrs. Gross	6	15										21
23	OLED 4K TV 65''							1					1
24	QLED 4K TV 43''	12	15	1					1	1			30

CATERING SERVICES

SAMPLE MENU & PERIODICITY OF SUPPLY

The Contractor shall propose his / her own menu which is equivalent or alternative to the below mentioned menu. The Contractor can indicate any additional items which he / she finds to be an add-on to the menu shall also be indicated in the Technical proposal of the Contractor.

The sample menu is indicated only for three days. The Contractor shall indicate atleast a three varieties of menu for each category for all 7days of the week. The Contractor shall also indicate the additional add-on items other than the regular items. **The rate quoted in the Financial Bid (BOQ) is only for providing manpower and not for the food charges.**

Days	Breakfast	Lunch & Dinner	Special Lunch(Additional Items only)
Sunday	Masala Dosa, Vada, Sambar, Coconut Chutney, Tomoto Chutney, Cornflakes & Oats, Bread, Butter, Jam, Tea / Coffee / Milk /Boost/Horlicks.	Veg Salad, Pulka, PalakPanner, Veg Noodles, Plain Rice, Dhal UrundaiKuzhambu, Rasam, Beans ParuppuUsili, Yam Masala, Curd/Cabbage Pickle, Banana &Papad.	Gobi Manjurian, Rasa Malai, Boiled Vegetables & Chips.
Monday	RavaIdli, RaghiDosa, Sambar, Coconut Chutney, Tomoto Chutney, Sundal, Cornflakes & Oats, Bread, Butter, Jam, Milk, Tea & Coffee, Boost, Horlicks.	Veg Salad, Mint Poori, Potato Bajji, Coconut Milk Pulav, Plain Rice, Bitter Gourd tamarind Kuzhambu, Cauli flower fry, Snake gourd Porial, Curd/pickle, Banana, Vadagam.	Veg pastha, Boiled Vegetables, Curd Vadai, Ice cream(Chocolate), Masala Chips
Tuesday	Plain Sandwich, Cheese Sandwich, Cut fruits, Idiappam, Coconut Milk Cornflakes & Oats, Bread, Butter, Jam, Milk, Tea & Coffee, Boost, Horlicks.	Mixed Veg salad, Chappathi, Dhall, Lemon Rice, ParuppuThuvaiyal, Plain Rice, Sambar, Beetroot Kuzhambu, Rasam, Veg Mix Poriyal, Bindi Masala, Curd & Pickle, Banana and Appalam.	Cheese Macroni, Veg Balls, Boiled Vegetables, Ice cream, Chps.

Different vegetables should be provided for Lunch and Dinner each day in a week. The weekly schedule of the menu proposed be served shall be got approved by the Guest House in charge of the Guest House.

Any Special/Non-vegetarian items are considered as 'EXTRAS' and will not form part of the basic menu

The approximate rate charged by IIT TIRUPATI for various items is indicated herewith for better understanding by the Contractor to choose his / her own additional food items

proposed to be served :

- **Breakfast: Rs.71/- (including GST),**
- **Lunch/Dinner: Rs.105/-(including GST)/--,**
- **Tea/Coffee: Rs.15/-,**
- **Milk: Rs.15/-**
- **Special Lunch/Dinner: Rs.265/- (including GST)**
- **Snacks:**

TENTATIVE DINING TIMINGS

Morning Tea - 05.30 to 06.00 hrs. (Room service)

Breakfast - 07.00 to 09.00 hrs.

Lunch - 12.00 to 14.00 hrs.

Evening Tea - 16.30 to 17.30 hrs.

Dinner - 19.00 to 21.00 hrs.

Reports to be submitted by the Contractor in addition to the other documents

The Contractor shall maintain and submit the following additional reports / registers as per the schedule given below. The proforma for each of the following report shall be submitted in detail along with the technical bid by the Contractor .

S.No	Report	Frequency of submission of report				
		Daily	Weekly	Monthly	Quarterly	Half Yearly
1	Check list (Housekeeping / Laundry / Catering / Front office / Helpdesk	X				
2	Material consumption			X		
3	Equipment usage		X			
4	Labour attendance (online biometric data. The Contractor shall provide Bio-metric device and share data collected online with IIT TIRUPATI)	X				
5	Labour wages / EPF / ESI / Insurance / Wage Slip / Salary transfer through banking etc			X		
6	Performance rating			X		
7	Deep cleaning / Litter picking / Achievement of cleaning schedule			X		X
8	Progress reports / PPTs		X			
9	Safety / accident report	X		X		
10	Details of labour licenses			X		
11	Audit report			X		
12	Store receipt and issue register	X				
12	Material Indent register	X				
13	Food Menu	X				
14	Inventory of Assets provided by IIT TIRUPATI			X		
15	Occupation / Room allotment register	X				
16	Complaint / Suggestion Register	X				
17	Food Sale and account register	X				
18	Complaint register to record civil / electrical / AC issues	X				
19	Feedback from customers / guests while vacating or after availing services	X				
20	Customer satisfaction report			X	X	X
21	Water tank cleaning				X	

MINIMUM MANPOWER REQUIRED FOR FRONT OFFICE SERVICES, CATERING & HOUSEKEEPING SERVICES

S.N o.	Job Profile	Requirement
01	Operations Manager – 1 No.	The Operations Manager should have minimum 5 years of hospitality industry experience and Diploma/ Degree in Hotel Management and Catering Technology from recognized Institute or Catering College. Fluency in English, Hindi and at least one local language is essential.
02	Front Office Executive– 2 Nos. (in Two Shifts)	The Front Office Executive should have minimum experience of 2-3 years' experience in their respective fields. Fluency in English or Hindi and at least one local language is essential. The staff should be polite, well mannered, hospitality oriented, smart and physically sound.
03	Room Service –2 Nos. (in Two Shifts)	should have minimum experience of 2-3 years' experience in their respective fields.
04	Chief Cook -1 No.	Cooks should have at least 2-3 years' experience in a reputed hotel and large institutional cooking One year craft course in cooking is desirable.
05	Assistant Cooks – 2 Nos.	Cooks should have at least 2-3 years' experience in a reputed hotel and large institutional cooking.
06	Helper & Washer Up – 3 Nos.	Helper should have at least 2 years' experience in vegetable cutting, preparation of Tea/Coffee, Chapathi, preparation of batter for Idly/Dosa, preparation of soups and supply to Departments. Washer Up should have experience in cleaning of the Kitchen and washing of utensils
07	Housekeeping – 4 Nos.	should have minimum experience of 2-3 years' experience in their respective fields.
Note: It is mandatory to depute above mentioned minimum manpower		

FINANCIAL INFORMATION

Financial Analysis:

Details to be furnished duly supported by figures in Audited Profit and Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sl.No.	Details	Year ending 31 st March of		
		2019-20	2020-21	2021-22
1	Gross Annual Turnover (Contract Receipts)			
2	Profit (+) / Loss (-)			

**SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY
WITH DATE**

Signature of Chartered Accountant with seal

FORM B: HOUSEKEEPING

Details of all works of similar nature completed during the last three years ending 31st March 2023 with Minimum capacity of 20 rooms

(To be duly filled, signed and attached along with Vendor eligibility criteria)

Sl.No	Name of work / Project & Location	Owner or Sponsoring Organizations	Agreement No.	Scope of work *	Cost of work	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending / in progress with details **	Name & Address / Tel. No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* should give the detailed information about “Scope of Work”

** Indicate gross amount claimed and amount awarded by the Arbitrator

SCOPE OF WORK

Sl.No	No. of buildings	No. of floors of the buildings	Carpet area of toilet cleaned	Carpet area of building	Carpet area of building actually serviced by the Contractor	No. of personnel deployed designation-wise	No. of shifts and its duration adopted in execution	Checklists used to measure the performance of Housekeeping personnel
1	2	3	4	5	6	7	8	9

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

In case of works carried out for private persons / Organizations, copies of TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

Details of all works of similar nature completed during the last three years ending 31st March 2023 with Minimum capacity of 20 rooms
 (To be duly filled, signed and attached along with Vendor eligibility criteria)

Sl.No	Name of work / Project & Location	Owner or Sponsoring Organizations	Agreement No.	Scope of work *	Cost of work	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending / in progress with details **	Name & Address / Tel. No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* should give the detailed information about “Scope of Work”

SCOPE OF WORK

Sl.No	Designation-wise details of personnel deployed	Shift-wise details of personnel per month deployed	Details of work done (No. of breakfast/Lunch/Dinner/Coffee/Tea prepared & supplied per month)
1	2	3	4

**SIGNATURE OF BIDDER ALONG WITH
SEAL OF THE COMPANY WITH DATE**

In case of works carried out for private persons / Organizations, copies of TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

Details of all works of similar nature completed during the last five years ending 31st March 2023 with Minimum capacity of 20 rooms
 (To be duly filled, signed and attached along with Vendor eligibility criteria)

Sl. No	Name of work / Project & Location	Owner or Sponsoring Organizations	Agreement No.	Scope of work *	Cost of work	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending / in progress with details **	Name & Address / Tel. No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* should give the detailed information about “Scope of Work”

SCOPE OF WORK

Sl.No	Designation of personnel deployed with shift-wise details	Brief description of work of Reception Desk
1	2	3

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

In case of works carried out for private persons / Organizations, copies of TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

Details of all works of similar nature completed during the last three years ending 31st March 2019

(To be duly filled, signed and attached along with Bidder eligibility criteria)

Sl. No	Name of work / Project & Location	Owner or Sponsoring Organizations	Agreement No.	Scope of work *	Cost of work	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending / in progress with details **	Name & Address / Tel. No. of Officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* should give the detailed information about “Scope of Work”

SCOPE OF WORK

Sl.No	No. of employees engaged with designation	No. of items of linen (with category) washed and ironed per month for rooms	No. of items of linen (with category) washed and ironed per month for guests
1	2	3	4

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

In case of works carried out for private persons / Organizations, copies of TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works without TDS certificates shall not be considered for valuation.

**ADDITIONAL INFORMATION FOR COMPLETED WORKS
(To be duly filled, signed and attached along with Bidder Eligibility Criteria)**

1.	Name of work	
2.	Location	
3.	Client's name and address	
4.	Consultants name and address.	
5.	Scope of work	
6.	a. No of buildings and their No of floors / rooms b. Carpet area of toilet cleaned c. Carpet area of the building d. Carpet area of building actually serviced by the Contractor	
7.	Details of operation and maintenance contract.	
8.	Brief of the project	
9.	Time taken for Total project	
10.	Specialized service provided, with cost details, if available (If any, specialized services provided through associate's - Particulars of the Associate's)	
11.	Specialized equipment deployed for the project.	
12.	Project Management organization structure.	
13.	Number of shift and its duration adopted in execution.	
14.	Systems adopted for maintaining high standard in housekeeping services.	

**SIGNATURE OF BIDDER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

ADDITIONAL INFORMATION FOR COMPLETED WORKS
(To be duly filled, signed and attached along with Bidder Eligibility Criteria)

1.	Name of work	
2.	Location	
3.	Client's name and address	
4.	Consultants name and address.	
5.	Scope of work	
6.	e. No of buildings and their No of floors / rooms f. Carpet area of toilet cleaned g. Carpet area of the building h. Carpet area of building actually serviced by the Contractor	
7.	Details of operation and maintenance contract.	
8.	Brief of the project	
9.	Time taken for Total project	
10.	Specialized service provided, with cost details, if available (If any, specialized services provided through associate's - Particulars of the Associate's)	
11.	Specialized equipment deployed for the project.	
12.	Project Management organization structure.	
13.	Number of shift and its duration adopted in execution.	
14.	Systems adopted for maintaining high standard in housekeeping services.	

**SIGNATURE OF BIDDER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

ADDITIONAL INFORMATION FOR COMPLETED WORKS
(To be duly filled, signed and attached along with Bidder Eligibility Criteria)

1.	Name of work	
2.	Location	
3.	Client's name and address	
4.	Consultants name and address.	
5.	Scope of work	
6.	i. No of buildings and their No of floors / rooms j. Carpet area of toilet cleaned k. Carpet area of the building l. Carpet area of building actually serviced by the Contractor	
7.	Details of operation and maintenance contract.	
8.	Brief of the project	
9.	Time taken for Total project	
10.	Specialized service provided, with cost details, if available (If any, specialized services provided through associate's - Particulars of the Associate's)	
11.	Specialized equipment deployed for the project.	
12.	Project Management organization structure.	
13.	Number of shift and its duration adopted in execution.	
14.	Systems adopted for maintaining high standard in housekeeping services.	

**SIGNATURE OF BIDDER ALONG
 WITH SEAL OF THE COMPANY
 WITH DATE**

ONGOING PROJECTS UNDER EXECUTION OR AWARDED WITH MINIMUM CAPACITY OF 20 ROOMS

Sl. No	Name of work / Project & Location	Owner or Sponsoring Organizations	Agreement No.	Designation of personnel deployed with shift-wise details	Brief description of work of Reception Desk	Cost of work	Date of commencement as per contract	Stipulated date of completion	No. of Buildings	Floor Area	Name & Address / Tel. No. of Officer to whom reference may be made	Remarks (Indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
1	2	3	4	5	6	7	8	9	10	11	12	13

SIGNATURE OF BIDDER ALONG WITH SEAL OF THE COMPANY WITH DATE

**PERFORMANCE REPORT FOR WORKS
REFERRED TO IN FORM 'B', 'B1', 'B2', 'B3'**

(To be duly filled, signed and attached along with Bidder Eligibility Criteria)

1.	Name of the work/Project & Location	
2.	Scope of work 1) No. of buildings and their No of floors / Rooms 2) Carpet area of toilet cleaned 3) Carpet area of the building 4) Carpet area of building actually serviced by the Contractor	
3.	Agreement No.	
4.	Estimated Cost	
5.	Tendered Cost	
6.	Value of work done	
7.	Date of Start	
8.	Date of completion	
9.	Amount of compensation levied for deficiency in services if any.	
10.	Performance report based on Quality of Work, Time Management and Resourcefulness	Very Good / Good / Fair / Poor

Officer In-charge / Manager / General
Manager or Equivalent

STRUCTURE AND ORGANIZATION

(To be duly filled, signed and attached along with Bidder Eligibility Criteria)

1.	Name and address of the applicant	
2.	Telephone No./Fax No/E-Mail address.	
3.	Legal Status (attach copies of original document defining the legal status) a) An Individual b) A proprietary Firm c) A Firm in partnership d) A Limited Company or Corporation.	
4.	Particulars of registration with various Government bodies (Attach attested photo-copy) b) Registration Number. c) Organization/Place of registration	
5.	Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization	
6.	Was the applicant ever required to suspend contract for a period of more than six months continuously after the contract was commenced? If so, give the name of the project and give reasons thereof.	
7.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.	
8.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / Black listed for tendering in any organization at any time? If so, give details:	
9.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details	
10.	Any other information considered necessary but not included above.	

**SIGNATURE OF BIDDER
ALONG WITH SEAL OF THE
COMPANY WITH DATE**

(To be given on the letter head of the bidder)

Tender No. _____

Dated: _____

CERTIFICATE

(Bidders from India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am not from such a country.

OR

(Bidders from Country which shares a land border with India)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and hereby certify that I am from _____ (Name of Country) and have registered with the Competent Authority. I also certify that I fulfil all the requirements in this regard and am eligible to be considered. *(Copy/ evidence of valid registration by the Competent Authority is to be attached)*

Place:

Date:

Signature of the Bidder
Name & Address of the
Bidder with Office Stamp

FORMAT FOR AFFIDAVIT OF SELF-CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) 2017

Tender Reference No. _____

Name of the item / Service: Facility Management Service

Date: _____

I/We _____ S/o, D/o, W/o,

_____ Resident of

_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) MOCI order No. 45021/2/2017-PP (BE II) Dt.16th September 2020 & P- 45021/102/2019-BE-II-Part(1) (E-50310) Dt.4th March 2021 and any subsequent modifications/Amendments, if any and

That the local content for all inputs which constitute the said item/service/work has been verified by me and I am responsible for the correctness of the claims made therein.

Tick() and Fill the Appropriate Category	
	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 50% and come under “Class-I Local Supplier” category.
	I/We _____ [name of the supplier] hereby confirm in respect of quoted items that Local Content is equal to or more than 20% but less than 50% and come under “Class-II Local Supplier” category.

The details of the location (s) at which the local value addition is made and the proportionate value of local content in percentage

Percentage of Local content : _____ %**
 Location at which value addition done : _____

For and on behalf of (Name of firm/entity)
 Authorized signatory (To be duly authorized by the Board of Directors)
 <Insert Name, Designation and Contact No.>

[Note: In case of procurement for a value in excess of Rs. 10 Crores, the bidders shall provide this certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a

practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.]

This letter should be on the letterhead of the quoting firm and should be signed by a competent authority.

*** Services such as transportation, insurance, installation, commissioning, and training and after sales service support like AMC/CMC cannot be claimed as local value addition*

(To be given on the letter head of the bidder)

Self-Declaration that the Service Provider has not been Black listed

I
S/o

R/o police station District
..... Director

/ partner/ sole proprietor (Strike out whichever is not applicable) of
.....

..... (Firm or Company) do hereby declare and solemnly affirm:

- I. That the Firm
has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization.
- II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company.
- III. That neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.

Place:
Date:

Signature of the Tenderer
Name & Address of the
Tenderer with Office Stamp

COMPANY PROFILE

Name of the Party		
Date of Incorporation / Establishment		
PAN Number		
GST Identification Number		
EPF Registration		
ESI Registration		
Labour License		
Office Address for Postal Communication		
Local (Tirupati) office address		
Authorized Signatory Details (Company/Firm Authorization by the competent authority, to be attached)	Name	
	Designation	
	Email	
	Phone	
Details of Contact other than Authorized Signatory	Name	
	Designation	
	Email	
	Phone	

Signature and Seal of the Tenderer:

Name in Block Letter:

Designation:

Full Address:

Date:

Contact no.

SPECIFIC TERMS AND CONDITIONS

1. The personnel/employees /workmen of the successful bidder shall be liable to security screening by the Security Staff/Agencies deployed by IIT TIRUPATI.
2. The successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
3. The transition period for complete mobilization and deployment of the resources shall not exceed 1 (one) month and shall strictly adhere to the detailed transition plan as accepted by IIT Tirupati in the Technical Bid.
4. The successful bidder shall provide name badges and identity cards, bearing the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc. to the personnel deployed at the guest houses. Necessary security / labour passes shall be obtained from the IIT Tirupati security section.
5. The successful bidder should provide at least two sets of uniforms to all personnel employed by them. The staff should wear formal, clean, and pressed uniforms as per their job assignments.
6. All personnel and their bags and baggage deployed with the contractor shall be liable for physical security check both at the time of entry and leaving the Guest Houses.
7. Compliance of policy and labour regulations viz., payment of minimum wages act, employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the successful bidder. In this regard the successful bidder at all-time should indemnify IIT TIRUPATI against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply with such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the State may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT TIRUPATI authority for verification and record.
8. The manpower deployed by the successful bidder for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT TIRUPATI, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT TIRUPATI. The successful bidder should communicate the above to all the manpower deployed in IIT TIRUPATI by the contractor.
9. The successful bidder will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government/state government whichever is higher. The successful bidder will maintain proper record as required under the Law / Act and is responsible for fulfilling the requirement of all the licenses and other statutory provisions of Minimum Wages Act.

10. The successful bidder will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by him at IIT TIRUPATI.
11. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to IIT TIRUPATI or to concerned tax collection authorities from time to time as per extant rules and regulations.
12. The successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT TIRUPATI or any other authority under Law.
13. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the successful bidder by IIT TIRUPATI.
14. In case, the successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT TIRUPATI is put to any loss / obligation, monetary or otherwise, IIT TIRUPATI will be entitled to get itself reimbursed out of the outstanding bills or the Performance bank guarantee of the agency, to the extent of the loss or obligation in monetary terms
15. The selected agency will indemnify IIT TIRUPATI from all legal, Financial, statutory, taxation, and associated other liabilities.
16. In the event of any dispute under this tender/ contract, the same shall be dealt as per the dispute resolution mechanism indicated in the tender document. The award of the arbitrator shall be final and binding on the parties to the contract.
17. The rate for the Guest House Management services for the extended period (beyond two years) will be fixed based on quoted rate plus increase in cost index worked out as per General conditions of contract Clause 10CC. The ratio of labour : material for operation of this clause shall be taken as 80:20.
18. During the currency of this contract escalation will be paid only as per clause 10C to account for revision in the minimum wages (Central / State minimum wages whichever is higher) at the above indicated ratio in Para 17.
19. All other charges (other than statutory levies) will remain fixed during the duration of the contract.
20. The proof of remittance of statutory contribution of PF, ESI of the employer and employee to the appropriate agency, for those employed at IIT TIRUPATI, must be provided by the successful bidder to IIT TIRUPATI every month along with the bill, failing which the bill shall not be settled.
21. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the successful bidder.
22. IIT TIRUPATI reserves the right to select any of the make/brand (ISI marked) accepted in the technical bid and only those makes/brands will be allowed to be used in the work. Nothing extra is payable even if there is cost difference between one make/brand and another. List of approved material / make / brand shall be as finalized in the technical bid. All materials should be stored only at places earmarked by the Officer in charge. The Successful tenderer shall submit material safety

data if required by IIT TIRUPATI.

23. The debris and other solid / liquid waste generated from the work spot should not be thrown inside the campus. All waste material should be taken out of the campus. Only dry vegetable waste needs to be handed over to Owzone, IIT Tirupati. No vegetation inside the campus should be damaged.
24. Smoking and Liquor consumption is strictly prohibited at workplace.
25. The contractor must appoint a qualified person for taking care of implementation of Safety systems.
26. Institute may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.
27. In case of breach of any terms and conditions attached to this contract, the Performance Bank Guarantee of the agency will be liable to be forfeited besides annulment of the contract.
28. The formal agreement with the successful Contractor will be executed.
29. The successful bidder shall raise the bill, in duplicate, along with the following documents in respect of the persons deployed and submit the same to Guest House in-charge in the third week of the subsequent month or earlier, but after disbursement of wages to the contract labourers. As far as possible the payment will be released within 15 days from the date of submission of bills in all respects.
 - a. Current month Invoice Copy
 - b. Current month Acquaintance (Wage) Register duly signed by the individual contract Labourers
 - c. Current month Attendance Register
 - d. Current month ESI remittance challan with consolidate breakup details
 - e. Current month EPF remittance challan, as applicable, with consolidated breakup details
 - f. In-addition Half yearly returns submitted to EPFO & ESIC are also to be submitted whenever due.
30. The claims in bills regarding GSTIN, if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of IIT TIRUPATI.

GENERAL CONDITIONS OF CONTRACT (GCC)
CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE BANK GUARANTEE

- i. The contractor shall submit an irrevocable performance bank guarantee of 5 % (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his / her proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within the period specified in the Notice Inviting Tender (NIT) from the date of issue of letter of acceptance.
- ii. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that.
- iii. The Officer-in-charge shall not make a claim under the performance guarantee except for amounts to which the Institute is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement). In the event of:
 - (a) Failure by the contractor to extend the validity of the Performance guarantee as described herein above, in which event the Officer-in-charge may claim the full amount of the performance guarantee.
 - (b) Failure by the contractor to pay the Institute any amount due, either as agreed by the Contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of the notice to this effect by Officer-in-charge.
- iv. In the event of contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance bank guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Institute.

In case of extension of contract beyond two years with revised agreement rate, the contractor shall submit afresh performance bank guarantee for 5% of the revised agreement value with validity of extended contract period plus 60 days beyond that. The Contractor shall submit the same within the time frame as mentioned above in the para i.

CLAUSE 3: REMEDY AGAINST THE CONTRACTOR IN RESPECT OF ANY DELAY, INFERIOR WORKMANSHIP, ANY CLAIMS FOR DAMAGES AND / OR ANY OTHER PROVISIONS OF CONTRACT

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

If the contractor has been given by the Officer-in-charge a notice in writing to rectify or replace any defective work or that work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of 7 days thereafter.

If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Officer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Officer-in-charge.

If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completions and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-charge.

If the contractor persistently neglects to carry out his obligations under the contract and / or commits default 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 Officer-in-charge.

If the contractor shall offer to give or agree to give to any person in Institute service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Institute.

If the contractor shall enter into a contract with the Institute in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer – in – Charge.

If the contractor shall obtain a contract with the Institute as a result of wrong tendering or other non-bonafide methods or competitive tendering.

If the contractor being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act of the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditor or purport so to do, or if any application be made under insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

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 the 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.

If the contractor shall suffer an execution being levied on his good and allow it to be continued for a period of 21 days.

If the contractor assigns transfers, sublets (engagement of labour on piece – work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts

with the entire works or any portion thereof without the prior written approval of the Officer – in – charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-charge on behalf of the Institute shall have powers

To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Officer-in-charge shall be conclusive evidence). Upon such determination, performance bank guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.

After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Officer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3 A: WORK CANNOT BE STARTED DUE TO REASON NOT WITHIN THE CONTROL OF THE CONTRACTOR

In case, the work cannot be started due to reason not within the control of the contractor within 1/8th of the stipulated time for the completion of the work, either party may close the contract. In such an eventuality, the earnest money deposit and performance guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4: POWERS CONFERRED UPON OFFICER-IN-CHARGE BY CLAUSE 3 THEREOF, SHALL BECOME EXERCISABLE

In any case in which any of the powers conferred upon Officer-in-charge by clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensations shall remain unaffected. In the event of Officer-in-charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take positions of (or at the sole discretion of the Officer-in-charge which shall be final and binding on the contractor) use as on hire, (the amount of the hire money being also in the final determination of the Officer-in-charge) all or any tools, plants, materials and stores in

or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of this not being applicable, at current market rates to be certified by the Officer-in-charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Officer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor on his risk in all respects and certificate of the Officer-in-charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

The time allowed for execution of the works as specified in the Notice Inviting Tender (NIT) shall be the essence of the contract. The execution of the work shall commence from such time period as mentioned in the NIT or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Institute shall without prejudice to any other right to remedy available in law, be at the liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a time and progress chart for the transition period and get it approved by the Officer-in-charge. The chart shall be prepared in direct relation to the time slated in the contract documents for completion of items of the works and **transition schedule**. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Officer-in-charge and the contractor within the limitations of time imposed in the contract documents.

5.2 If the work(s) be delayed by :

Force majeure, such as abnormally bad weather, flood, cyclone or any other act of God or serious loss or damage by fire, or civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work or any other cause which, in the absolute discretion of the Officer in charge is beyond the Contractor's control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Officer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer-in-charge to proceed with the work.

CLAUSE 6A: COMPUTERIZED MEASUREMENT BOOK

Officer – in – charge shall, except as otherwise provided ascertain and determine measurement for the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor compiled in the shape of the Computerized Measurement Book having pages of A-4 size as

per the format of the Institute so that a complete record is obtained of all the items used in the execution of the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Officer - in - charge or his authorized representative as per interval or program fixed in consultation with the Officer – in– Charge or his authorized representative. After the necessary corrections made by the Officer – in – charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Officer – in – charge for the dated signatures by the Officer – in – charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Officer – in – charge and / or his authorized representative. The contractor will thereafter incorporate such changes as may be done during these checks / test checks in his draft computerized measurements and submit to the Institute a computerized measurement book duly bound, and with its pages machine numbered and a soft copy of the same. The Officer – in – Charge and / or his authorized representative would thereafter check this MB and record the necessary certificates for their checks / test checks.

CLAUSE 8A – CONTRACTOR TO KEEP SITE CLEAN

In case the contractor fails to comply with the requirements of contract conditions, the Officer-in-charge shall have the right to get this work done at the cost of the contractor either by the Institute or through any other agency. Before taking such action, the Officer-in-charge shall give ten days notice in writing to the contractor.

CLAUSE 10 A: APPROVAL FOR SAMPLE MATERIALS

The contractor shall at his own expense, provide materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Officer-in-charge samples of materials to be used on the work and shall get his approval in advance. All such materials to be provided by the contractor shall be in conformity with specifications laid down or referred to in the contract. The contractor shall, if requested by the Officer-in-charge furnish proof, to the satisfaction of the Officer-in-charge that the materials so comply. The Officer-in-charge shall within 30 days of supply of samples or within such further period as he may require intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Officer-in-charge for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with the specifications, approval of the Officer-in-charge shall be issued after the test results are received.

The contractor shall at his risk and cost submit the sample of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests are analysis have been made and materials finally accepted by the Officer-in-charge. The contractor shall not be eligible for any claim or

compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

CLAUSE 10 C: ESCALATION ON ACCOUNT OF REVISION OF MINIMUM WAGES

If after submission of the tender, wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales GST, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders, then the amount of the contract shall be varied accordingly.

For this purpose, the labour component of the work executed during period under consideration shall be 80% of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10CC: ESCALATION CALCULATION FOR REVISION OF AGREEMENT RATE FOR THE EXTENDED PERIOD IF ANY.

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action for delay on part of the contractor. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in the NIT. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

The cost of work on which escalation will be payable shall be reckoned as below :

Gross value of work done up

to this quarter : (A) Gross

value of work done up to the

last quarter : (B)

Gross value of work done since previous quarter (A-B) (C)

Full assessed value of Secured Advance (excluding materials covered under any other

clause) fresh paid in this quarter: (D) Full assessed value of Secured Advance (excluding

materials covered under any other clause) recovered in this quarter: (E)

Full assessed value of Secured Advance for which escalation
 Payable in this quarter (D-E): (F) Advance payment made
 during this quarter: (G)
 Advance payment recovered during this quarter: (H)
 Advance payment for which escalation is payable in this Quarter: (I)
 Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing
 market rates during this quarter: (J) Then, $M = C+F+I-J$
 $N = 0.85 M$
 Less cost of material supplied by the department and recovered during the quarter (K)
 Less cost of services rendered at fixed charges as per Clause 34 and

recovered during the quarter (L) Cost of work for which escalation is
 applicable:

Components for materials shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in NIT. The decision of the Officer-in-charge in working out such percentage shall be binding on the contractors. The compensation for escalation for other materials (excluding materials covered under any other clause shall be worked as per the formula given below:-

Adjustment for materials

supplied by the contractor

$X_m MI - M_{Io}$

$V_m = W \times \dots \times \dots$

100 Mio

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered. W = Cost of Work done worked out as

indicated in sub-para (ii) of Clause 10CC.

X_m = Component of 'materials' supplied by the contractor expressed as percent of the total value of work.

M_I = All India Wholesale Price Index for Manufacture of soap and detergents, cleaning and polishing preparations, perfumes and toilet preparations Group Items worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action for delay on part of the contractor, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

M_{Io} = All India Wholesale Price Index for Manufacture of soap and detergents, cleaning

and polishing preparations, perfumes and toilet preparations Group items as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items. *Note: relevant component only will be applicable.

The compensation for escalation for labour shall be worked out as

per the formula given below:- $Y \text{ LI-LIo}$

$$VL = W \times \frac{Y}{100} \times \frac{LI - LIo}{LIo}$$

100 LIo

VL : Variation in labour cost i.e. amount of increase or decrease in

rupees to be paid or recovered. W : Value of work done, worked out

as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

Ll : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action on account of delay by the contractor, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of Completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

Llo : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

CLAUSE 13: REDUCING THE SCOPE OF WORK

If at any time after acceptance of the tender, the Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in

addition, a reasonable amount as certified by the Officer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, Institute shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Institute, cost of such materials as detailed by Officer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

If any materials supplied by Institute are rendered surplus, the same except normal wastage shall be returned by the contractor to Institute at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Institute stores, if so required by Institute, shall be paid.

The contractor shall, if required by the Officer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as maybe necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount shall not be in excess of 2 % of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Institute as above.

CLAUSE 14: IF ANY DEFAULT

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Officer-in-charge; or.
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Officer-in-charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Officer-in-charge.

The Officer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Institute, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor

The Officer-in-charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Institute because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Officer-in-charge as to the value of work done shall be final and conclusive against the

contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Institute are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Officer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Officer-in-charge, 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 advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15: SUSPENSION OF CONTRACT

The contractor shall, on receipt of the order in writing of the Officer-in-charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in- charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

on account of any default on the part of the contractor or; for proper execution of the works or part thereof for reasons other than the default of the contractor; or for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer-in-charge.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) above; the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25 % for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ; If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Officer-in-charge may consider reasonable in respect of salaries and / or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2 % to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Officer-in-charge within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Officer-in-charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Officer-in-charge requiring permission within fifteen days from receipt by the Officer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Institute or where it affects whole of the works, as an abandonment of the works by Institute shall within 10days of expiry of such period of 15 days give notice in writing of his intention to the Officer-in-charge. In the event of the contractor treating the suspension as an abandonment of the contract by Institute, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Officer-in-charge may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2 % to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer-in-charge within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Institute for the loss suffered by him on account of delay by Institute in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state / country or any reasonable cause beyond the control of the Institute.

CLAUSE 17: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever faults appear in the work) after a certificate final or otherwise of its completion shall have been given by the Officer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Officer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his performance bank guarantee or the proceeds of sale thereof or of a sufficient portion thereof. The performance bank guarantee of the contractor shall be returned after issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later or on receipt of a fresh performance guarantee on account of extension of contract.

CLAUSE 18: CONTRACTOR TO SUPPLY TOOLS PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials if any as may in accordance with the contract be supplied from the Officer – in – Charge stores), machinery, tools & Plants as specified in schedule ‘F’. In addition to this appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Officer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Officer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his performance bank guarantee or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A: RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provision sub-section (1) of Section 12, of the Workmen’s Compensation Act, 1923, Institute is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Institute will recover from the contractor, the amount of the compensation so paid; and without prejudice to the rights of the Institute under sub-section (2) of section 12, of the said Act, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the performance bank guarantee or from any sum due by Institute to the contractor whether under this

contract or otherwise. Institute shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Institute full security for all costs for which Institute might become liable in consequence of contesting such claim.

CLAUSE 18B: ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions Contract Labour (Regulation and Abolition) Act 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Institute is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under clause 19H or under the C.P.W.D. contractors, labour regulations, or under the rules framed by Government of India from time to time for the protection of health and sanitary arrangements for workers employed by contractors, Institute will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Institute under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the performance bank guarantee or from any sum due by Institute to the contractor whether under this contract or otherwise Institute 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 Institute full security for all costs for which Institute might become liable in contesting such claim.

CLAUSE 19: LABOUR LEAVE TO BE COMPILED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.

CLAUSE 19A

No labour below the age of eighteen years

shall be employed on the work. CLAUSE 19B:

PAYMENT OF WAGES

Payment of Wages:

The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fairwage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government of India from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.

The Officer-in-charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations.

Under the provision of Minimum wages (Central) Rules, 1950, the contractor is bound to allow to the labourers directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Officer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Officer-in-charge concerned.

The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

The Contractor shall indemnify and keep indemnified institute against payments to be made under and for the observance of the laws aforesaid without prejudice to this right to claim indemnity from his sub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract. Whatever is the minimum wage for the time being, or if the wage payable is higher that such wage, such wage shall be paid by the contractor to the workman directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C: FACILITIES TO WORKERS

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19E: COMPLIANCE

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government of India/Institute from time to time for the protection of health and sanitary arrangements for workers employed by the Institute and its contractors.

CLAUSE 19F: LEAVE AND PAY DURING MATERNITY LEAVE

Leave and pay during maternity leave shall

be regulated as follows :- Conditions for

the grant of maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

The Contractor shall maintain a register of Maternity (Benefit) in the prescribed Form and the same shall be kept at the place of work.

Leave: In the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,

In the case of miscarriage – upto 3 weeks from the date of miscarriage.

Pay : In the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three

months immediately preceding the date of such miscarriage.

CLAUSE 19G: DEFAULTING LABOUR RULES

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the Institute a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Officer-in-charge shall be final and binding on the parties.

Should it appear to the Officer-in-charge that the contractor(s) is / are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Officer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work-people as aforesaid, the Officer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Officer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstruct such huts and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Officer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 I: REMOVAL OF CONTRACTOR'S PERSONNEL

The Officer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 19 J: UNAUTHORIZED OCCUPANCY OF BUILDINGS

It shall be the responsibility of the contractor to see that the building where he is doing service is not occupied by anybody unauthorized during his services, and any unauthorized stay shall be reported immediately to the Officer-in-charge and act upon his decision.

CLAUSE 20 : MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21: WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY

The contract shall not be assigned or sublet without the written approval of the Officer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in-charge on behalf of the Institute shall have power to adopt the course specified in Clause 3 hereof in the interest of Institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 23: CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a, partnership firm, the previous approval in writing of the Officer-in-charge shall be obtained if any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24: EXECUTION AS PER DIRECTIONS OF OFFICER-IN-CHARGE, IIT TIRUPATI

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25: SETTLEMENT OF DISPUTES & ARBITRATION: This clause shall be used only after exercising the Dispute Resolution Mechanism and dissatisfaction on the decisions made.

In case of any dispute in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Officer-in-charge in writing for written instruction or decision. Thereupon, the Officer-in-charge shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the Officer-in-charge fails to give his instructions or decisions in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Officer-in-charge, the contractor may, within 15 days of the receipt of Officer-in-charge's decision appeal to the Registrar, IIT TIRUPATI who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Registrar, IIT TIRUPATI shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Registrar, IIT TIRUPATI, he may within a period of 15 days of the receipt of the Registrar's decision appeal to the Director, IIT TIRUPATI who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The Director, IIT TIRUPATI shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Director IIT TIRUPATI, he shall within 30 days of the receipt of the decision shall give notice to the Director, for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which they said decision shall be final binding and conclusive

Disputes or difference shall be referred for adjudication through a sole arbitrator appointed by the Director, IIT TIRUPATI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, IIT TIRUPATI of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director, IIT TIRUPATI, as aforesaid should act as arbitrator.

It is also a term of this Contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Officer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and IIT TIRUPATI shall be discharged and released of all liabilities under the Contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also term of this Contract that the arbitrator shall adjudicate on only such disputed as are referred to him by the Director, IIT TIRUPATI and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

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.

It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26: CONTRACTOR TO INDEMNIFY GOVERNMENT AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the Institute against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Institute in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Institute if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-charge this behalf.

CLAUSE 29 : WITHHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-charge or the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-charge or the Institute shall be entitled to withhold the performance bank guarantee, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-charge or the Institute shall be entitled to withhold and have a lien to retain to

the extent of such claimed amount / or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in-charge of the Institute or any contracting person through the Officer-in-charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Officer-in-charge or Institute will be kept withheld or retained as such by the Officer-in-charge or Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contractor is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Officer-in-charge or the Institute shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever.

Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Officer In-charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Officer In- Charge.

CLAUSE 37: LEVY / TAXES PAYABLE BY CONTRACTOR

i) All taxes, duties and levis including GST at applicable rate at time of time and Tamil Nadu Manual workers general Welfare Fund or any other tax or cess in respect of this contract shall be payable by the Contractor and IIT TIRUPATI shall not entertain any claim whatsoever in this respect.

ii) Section 171 of the central goods and service tax 2017 (anti profiteering measure) will be applicable for this tender which states that “ Any reduction in rate of tax on any supply of goods or services of the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices”. Suitable undertaking to be given by the contractor.

iii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government / Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38: CONDITIONS FOR REIMBURSEMENT OF LEVY / TAXES IF LEVIED AFTER RECEIPT OF TENDERS

i) If any further tax of cess is imposed by Statute after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies / cess, the contractor shall be reimbursed the amount so paid. provided such payments, if any, is not, in the opinion of the Officer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Institute and/or the Officer-in-charge and further shall furnish such other information/document as the Officer-in-charge may require from time to time.

CLAUSE 39: TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Officer-in-charge on behalf of the Institute shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40: IF NEAR RELATIVES OF THE CONTRACTOR WORKING IN IIT TIRUPATI AND DIRECTLY / INDIRECTLY INVOLVED IN THE WORK , THEN THE CONTRACTOR NOT ALLOWED TO TENDER

The contractor shall not be permitted to tender for works in the Institute (responsible for award and execution of contracts) in which his near relative is posted as Assistant Registrar, IIT TIRUPATI) or as an officer in any capacity between the grades of the Assistant Registrar and Junior Officer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Institute. If however the contractor is registered in any other department, he shall be debarred from tendering in Institute for any breach of this condition

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers

and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41: NO GAZETTED OFFICER TO WORK AS CONTRACTOR WITHIN ONE YEAR OF RETIREMENT

No Officer of gazetted rank or other gazetted officer employed in Officering or administrative duties in an Officering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42: RELEASE OF PERFORMANCE GUARANTEE AFTER LABOUR CLEARANCE

Performance Guarantee of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour officer under intimation to the Officer-in-charge. The Officer-in-charge on receipt of the communication shall write to the Labour officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending on record till after 3 months after completion of the work and/or no communication is received from the Labour officer to this effect till six months after the date of completion it will be deemed to have received the clearance certificate and the Performance Bank Guarantee will be released if otherwise due.

SPECIAL CONDITIONS OF THE CONTRACT

SAFETY CODE

Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and If the ladder is used for carrying materials as well suitable footholds and hand- hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical.)

Scaffolding of staging more than 3.6 mt. (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm.

(111/2") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least 1/4" for each additional 30 cm/1 foot of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

CHILD LABOUR

Child Labour is strictly prohibited. Labour camp is not allowed inside the campus except minimum number as approved by IIT TIRUPATI to stay in Guest House for preparation of food in the early morning.

The contractor shall abide by the restrictions imposed by the security wing of the Institute on the working and movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entertained

Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the nearby areas / buildings/ forest.

Bidder shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the Bidder has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work.

All documents forming the contract shall be taken as mutually explanatory of one another. If there are varying or conflicting provisions made in any one document forming part of the contract, the Officer-in-charge shall be the deciding authority with regard to the interpretation of the documents and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract. All such variations, errors, additions, substitutions etc shall

be decided as per the terms of the contract.

The work shall be carried out complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Officer-in-charge and nothing extra will be paid on this account.

The contractor shall comply with all legal orders and directions of the local or public authority or municipality and abide by them.

Sample of all materials shall be got approved in advance from the Officer-in-charge..

For any dispute arising out of this agreement, the legal jurisdiction will be at Tirupati in Andhra Pradesh only.

It is not binding on the competent authority to accept the lowest or any other tender and any or all the tenders received can be rejected without assigning any reason.

Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders of the contractors who resort to canvassing will be liable to rejection.

The competent authority reserves the right to accept part of the tender and the Bidder shall be bound to perform the same at the rates quoted.

The rate quoted shall be inclusive of all applicable taxes including GST prevailing on the date of tender. However, the rate of tax prevailing on the date of billing will only be paid based on submission of tax invoice as per GST rules.

All the Bidders should ensure that they are GST compliant and the quoted rates are as per GST Law. The Bidder should submit their GST registration certificate while submitting the tender document.

Contractor's Labour Regulations modified as applicable will be followed

Third Party Insurance

Before commencing the execution of the Works, the contractor shall insure against the liability for any material or physical damage, loss or injury which may occur to any property or life including that of the Employer or to any person, including any employee of the Employer, by or arising out of the execution of the works or in the carrying out of the Contract. The sum insured will be for Rs.5 lakhs. Such insurance shall be effected with an insurer and in terms approved by the Employer. The Contractor shall, whenever required, produce before the Officer-in-charge the policy or policies of insurance and the receipts of payment of the current premiums.

Workmen's Insurance

The Employer shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the Contractor or any sub-contractor, except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall insure against such liability with an

insurer approved by the Employer for sum of the established norms during the entire period till completion of Period of Maintenance.

Recovery from the Contractor

Without prejudice for the other rights of the Employer against the Contractor in respect of default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

Period of Policies

All the insurance covers mentioned above shall be kept alive during the complete period of the contract. If the Contractor shall fail to effect and keep in force the insurance referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the Officer-in-charge may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

Damage to Persons and Property – Employer to be indemnified

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:

The permanent use or occupation of land by the works or any part thereof.

The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.

Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

