

BID DOCUMENT

Cleaning & Housekeeping Services

**Execution and Facilitating the Cleaning of Buildings, roads
within the campus and Compounds, Housekeeping of
Guest Houses in the IIT Mandi premises and IIT Campus
at Kamand**

Indian Institute of Technology Mandi

PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh
Telephone 01905-237943, 237945(Fax), Website:

Signature of Contractor

IIT MANDI

Cleaning & Housekeeping Services

Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand

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Signature of Contractor

Indian Institute of Technology Mandi

PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh
Telephone 01905-237943, 237945(Fax), Website:

No. : IIT Mandi/ PUR-206/2012-13/7240-41

Dated: 21.09.2012

INVITATION FOR BID- CLEANING AND HOUSEKEEPING SERVICES

Sealed Bid is invited on behalf of BOG, IIT Mandi from experienced professional Housekeeping agencies for Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand as per the requirement indicated in the Bid document on Annual Contract Basis.

A) IIT Transit Campus at Mandi (HP)

Name of work	Bid Security	Cost of Bid document	Period of Contract
<p>Execution and Facilitating the Cleaning of</p> <p>1. Dashir Hostel (Jail Road) Rooms 36, Toilets-18, Bathrooms-18, Gallery area & Staircase-4, TV Room, Study Room, Dining room, Outer area including Badminton ground.</p> <p>2. Beas Kund Hostel (Jail Road) Rooms-21, Toilets-7, Bathrooms-4, Urinal-4 Gallery area & Staircase-3, Dining room, Outer area.</p> <p>3. Nako Hostel (Sauli khad) Rooms with attached Toilets-33, Gallery area & Staircase-5, Dining room, Outer area, Common Toilets-3, Field Hostel (3 rooms & 3 toilets) at Sauli khad.</p> <p>4. Suvalsar Hostel (Vallabh College) Rooms-33, Toilets-20, Bathrooms-20, Gallery area & Staircase-7, Dining room, Outer area.</p> <p>5. Renuka Hostel Rooms-18, Toilets-15, Bathrooms-15, Gallery area & Staircase-3, TV Room, Dining room, Outer area Administrative Block rooms 20 including Guest House, Annexe building etc.</p> <p>6. Administrative Block Toilets-11, Drawing Hall below parking of Administrative Block including toilets, around faculty quarters areas, Annexe building area.</p> <p>7. Academic Block (Vallabh College) Rooms-30, Toilets-24, Corridor/Stair case, Badminton Hall, (Including 26 office cabins), Compound of Academic Block, 4 room of Bamboo Structure & corridor, Toilet-1 & compound of Bamboo structure.</p>	<p>Rs.25000/- in the form of Account payee Demand Draft, from any of the Nationalised bank, in favour of Registrar, I.I.T. Mandi payable at Mandi</p>	<p>Rs. 1,000/-</p>	<p>For a period of one year</p>

B) IIT Campus at Kamand, Distt. Mandi (HP)

Sr. No.	Description of Work			
1	Admin Block Rooms-7, Hall-1, Toilets-2, Corridor and compound			
2	Renovated buildings 5 Sets of approximate area 65 sq. mtr. each with toilet & kitchen, stair case and open compound			
3	Mechanical Lab Hall of Mechanical lab with area approximately 470 sq. mtr. and 2 no. of toilets			
4	Computer & Allied Science lab 2 no. of Halls with approximate area of 275 sq. mtr. each, 2 rooms of XRD lab, 1 small hall, open courtyard, compound and 2 no. of toilets			
5	Bamboo structure Having approximate area 920 sq. mtr. comprising 34 rooms and verandah, open courtyard, 17 no. of toilets and bathrooms			
6	Dining Hall Having area of approximate 874 sq. mtr. including toilets etc.			
7	Open areas compounds, grounds, roads etc.			

Interested party may obtain the Bid Document on payment of cost of Bid document from the office of the undersigned up to **09.10.2012** during working hours or download the same from web site. or cpp portal at the URL www.eprocure.gov.in. The Bid must be submitted on or before **12.10.2012 upto 3:00 P.M.** The Bid shall be opened on **12.10.2012 at 3:30 P.M.** in presence of the Bidder's representative who chooses to attend at the office of Asstt. Registrar (S&P), IIT Mandi. The Employer has the right to reject any or all Bids without assigning any reason(s).

Sd/-
Asstt. Registrar (S&P)
IIT Mandi

INFORMATION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective Bidder on payment of Rs.1,000/- through Demand Draft in favour of "Registrar, IIT Mandi" payable at Mandi, H.P. from the office of the Asstt. Registrar (S&P) IIT Mandi upto 09.10.2012 till 5:00 P.M. Bid Documents requested by mail on payment of an extra amount of Rs200/- will be dispatched by registered/speed post. The IIT Mandi will not be responsible for any postal delay, in the delivery of the document or non-receipt of the same. Request for bid documents by mail will not be entertained after 01.10.2012
2. Bid must be delivered to IIT Mandi **on or before 12.10.2012 upto 3:00 P.M.** of the specified date and will be opened on **12.10.2012 at 3:30 P.M.**, in the presence of the Bidders who wish to attend.
3. Other details can be seen on Bid document. Interested party may download the Bidding document from our website or cpp portal at the URL www.eprocure.gov.in. In such cases, the cost of bid document shall be submitted by the Bidder at the time of submission of the Bid as prescribed above. In case of failure to deposit the cost, the Bid will not be entertained.

Sd/-
Asstt. Registrar (S&P)
IIT Mandi

IIT MANDI

Technical Bid

DOMESTIC COMPETITIVE BIDDING

No. : IIT Mandi/PUR-206/2012-13/7240-41

Dated: 21.09.2012

Name of Work	Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand
Bid Security	Rs. 25,000/-
Period of sale of Bidding Document	Up to 09.10.2012 till 5:00 P.M.
Time and Date for Pre Bid meeting	10.10.2012 at 11:00 A.M.
Last Date and Time for receipt of Bids	On or before 12.10.2012 upto 3:00 P.M.
Time and Date of Opening of Bid	12.10.2012 at 3:30 P.M.
Place of Opening of Bid	IIT Mandi, Himachal Pradesh
Officer Inviting Bid	Asstt. Registrar (S&P), IIT Mandi

Signature of Contractor

Check List to be submitted along with Bid documents

<u>No.</u>	<u>Particulars</u>	<u>Remark</u>
1.	Enclosed Money Receipt of cost of Bid document (Demand Draft).	Yes/No
2.	Bid Security should have the validity period as mentioned under clause-15 of Section-I of the Bid document and should only be in the form of Account payee Demand Draft from any of the Nationalised bank, in favour of "Registrar IIT Mandi" payable at Mandi, H.P.	Yes/No
3.	Price of the Bid, if the document downloaded from website.	Yes/No
4.	Copies of Registration certificate under various Statutory, laws viz. PAN, TIN, ESIC, EPF, Labour license etc., whichever is applicable to carry out the services, are enclosed as Annexure___. (Ref. Section-I).	Yes/No
5.	Formal forwarding letter in standard printed form addressed to the Employer	Yes/No
6.	Certificate of authentication by owner for experience of similar type of works.	Yes/No
7.	Detailed methodology indicating the procedures of execution of work and schedule of completion of the work.	Yes/No
8.	Copies of original documents defining the constitution or legal status of the firm/ organization.	Yes/No
9.	Power of attorney of the authorized signatory signing the Bid.	Yes/No
10.	Total monetary value of work/supplies performed for each of the last two years.	Yes/No
11.	Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's Bid" is enclosed. (Appendix-II).	Yes/No
12.	Whether all columns of the Bid documents are filled and signed by authorized signatory invariably or not, including each point of "Information regarding Qualification of Bidders" in Section-II.	Yes/No
13.	If required please enclose a separate sheet as per the given format of Bid document duly filled and mention the same in the appropriate column of Bid document as "Details enclosed as per annexure_____". Whether separate sheet enclosed or not.	Yes/No
14.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure___(Ref. Cl.-3 of Section-I).	Yes/No
15.	The annual turnover to be shown is only for the services of Cleaning & Housekeeping Services and value of no other services included in it. (Ref. Section-II).	Yes/No
16.	Copy of valid license to run Cleaning & Housekeeping Services is enclosed.	Yes/No
17.	The value of work and period shown are distinctively for the service provided in the area of Cleaning & Housekeeping Services. (Ref. Clause-3 of Section-I).	Yes/No

It is certified that I/We have enclosed all the required documents as mentioned above. Also the Bid document is duly filled and signed by me.

Seal & Signature of Contractor

Note:-

1. Please put (v) on Yes or No, whichever is applicable.
2. Supporting documentary proof for all the above mentioned items duly self attested should be enclosed.

Signature of Contractor

PROFILE OF ORGANISATION

Profile of the Company/Agency ;	
1.	Name of the Company/Firm/Organization :
2.	Registration/License no. of the firm :
3.	Postal Address :

Statutory Requirements	
1.	Have you registered under ESI Act? If so, enclose copy of registration. Enclose copy of latest remittance made by your Agency towards ESI. :
	ESIC Registration No. :
2.	Have you registered under Employees Provident Fund and Miscellaneous Provision Act? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency towards EPF. :
	EPF Registration No. :
3.	Have you registered under Section 69 of the Indian Finance Act 1994 and Service Tax Rules 1994? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency under service tax rules. :
	Service Tax Registration details :
4.	Have you registered with State/Central Labour Authorities. If so, enclose copy of registration. :
	Labour License No. :

General Details	
1	Telephone No.(s) :
2	Mobile No.(s) :
3	Fax No. :
4	E -mail :
5	Web site :
6	Postal Contact Address :

Signature of Contractor

6	Please provide the details of Permanent Account : Number of the agency issued by the Income Tax Authorities.
7	TIN/TAN :

I certify that all the information furnished above is true to my knowledge. I have no objection to IIT MANDI verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Bid document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of _____.

Date: ____/____/ 2012

Place: _____

Signature : _____

Name : _____

Designation : _____

Agency Address : _____

Seal of the Company

SECTION-I : INSTRUCTIONS TO BIDDERS (ITB)

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Signature of Contractor

SECTION-I : INSTRUCTIONS TO BIDDER (ITB)

1. Scope of Bid

- 1.1 The IIT Mandi (referred to as Employer in these documents) invites bids for Execution and Facilitating the Cleaning of Building and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand (as defined in these documents and referred to as "Service/ Services or the Works") detailed in the table given in IFB on rate contract basis for a period of one year.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period on annual contract basis (or extended period on mutual consent) as described in the contract data.
- 1.3 The contract is for a period of one year, subject to it being renewed at the end of year on the basis of the satisfactory performance of the agency/party. Further the employer may extend the contract period beyond one year on mutual consent with the contractor on completion of satisfactory service of contract.
- 1.4 The scope of work can be increased with the construction of new buildings at Kamand Campus. The rates will be mutually decided on the basis of rates and conditions of the existing contract and actual Manpower deployed.
- 1.5 The general contract data, character and the scope of the work is illustrated and defined by the Specifications and the Bill of Quantities here with attached and as shown in the Contract data.

Source of Funds

The Employer is a institution funded by the MHRD Government of India and has sufficient funds in Indian currency for execution of the Services.

2. Eligible Bidders

- 2.1 The invitation for Bids is open to all firms/ organizations/ Contractors/ agencies of repute who have minimum two years' experience of providing similar type of services.
- 2.2 The bidder must have minimum 2 years' experience of executing the cleaning and House Keeping work with an annual turnover of Rs.5.00 lakh each in the preceding two years and also there should be minimum one work order with estimated cost of Rs.5.00 lakh or above in the preceding two years in similar Types of IITs/ Training centers/Guest House or Hotel having at least 20 rooms capacity/ or similar type of organization/ institution, with the certificate of authentication by owner. The details of experience are to be furnished in form Tech- 1.
- 2.3 If Government owned/ controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the Bid.

3 Qualification of Bidder:

- 3.1 All bidders shall provide in Section – II qualification information in prescribed format regarding experience in similar work, details of key personnel, plants and equipments and proposed methodology.
- 3.2 The bidder should, however, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & man power planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period. All bidders shall include the information and documents with their bids as provided in Section II.
- 3.3 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in his technical bid evaluation.
- 3.4 Even though the bidder meets the above qualifying criteria, they are subject to disqualification if they have;
 - (a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - (b) Record of poor performance such as abandoning the works, not properly completing/ performing the work, inordinate delay in completion, litigation history, or financial failure etc.

Signature of Contractor

3.5 Please furnish a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with any employee of the IIT Mandi or any other entity that has prepared the design, specifications and other documents for the contract.

3.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4 One Bid per Bidder

4.1 Each bidder shall submit only one bid for one Category. A bidder who submit or participate in more than one bid in single category will cause all the proposals with the Bidder's participation to be disqualified.

5 Cost of Bidding

5.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible and liable for those costs.

6 Site Visit

6.1 The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of visiting the site shall be at the Bidder's own expenses.

7 Content of bidding Documents

7.1 The Works and services required , procedure, methodology and contract terms are prescribed in bidding documents listed below and addenda issued in accordance with Cl.- 10.

i. Invitation for Bid (IFB)

ii. Instructions to Bidders – Section – I

iii. Qualification Information- Section -II

iv. General Conditions of Contract - Section - III.

v. Contract Data – Section -IV

vi. Specification of Works, Scope of Works Special Conditions of Contract/Drawing Sec– V.

vii. Bill of Quantities / Financial Bid – Section –VI

7.2 Bidding Documents supplied should be completed and returned with the bid.

7.3 The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

8 Clarification of the Bidding Document

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification which he received earlier than 7 days prior to the dead line for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9 Pre Bid meeting

9.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place in the Office of the Asstt. Registrar (S&P), IIT Mandi, on date & time specified in Contract Data, to clarify issues, if any on any matter that may be raised at that stage.

9.2 Any modification of the bidding document, which may become necessary as a result of the Pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the Pre Bid Meeting.

9.3 Non-attendance at the Pre Bid Meeting will not be a cause for disqualification.

10 Amendment of Bidding Document

- 10.1 Before the deadline for submission of the bids, the Employer may modify the bidding document by using addenda.
- 10.2 Any addendum thus issued shall be the part of the Bid document and shall be communicated in writing / cable / e- mail to all the purchaser of the Bid document.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

11 Language of the Bid

- 11.1 All documents related to the bid shall be in the English language.

12 Documents comprising the Bid

- 12.1 The bid submitted by the bidder shall comprise the following:
 - a) **Technical Bid**
 - i. Complete set of bid documents as sold/ downloaded, duly filled in and signed on all pages and at different places as required of the Bid documents, comprising of all information relating to experience, personnel and equipments and methodology.
 - ii. Bid security.
 - iii. All other document listed in sub clause 3.2 and 7.1 of Section-I except the priced Bill of Quantities. i.e. except Section VI
 - b) **Financial Bid** – Comprising of priced Bill of Quantities i.e. Section-VI

13 Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub Clause 1.1 based on the priced Bill of Quantity (BOQ) submitted by the bidder.
- 13.2 The bidder shall fill in rates / prices or offers for all items of the Works described in the Bill of Quantities.
- 13.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 The rates and prices quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.
- 13.5 Correction, if any, shall be made by crossing out, initialing, dating and rewriting.

14 Bid Validity

- 14.1 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission.
- 14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non responsive.
- 14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause-15 shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

15 Bid Security

- 15.1 The Bidder shall furnish, as part of his bid, a bid security in the amount as shown in Contract Data for particular category of the works and is normally to remain valid for a period of 45 days beyond the final bid validity period. The Bid Security shall be in favour of "Registrar, IIT Mandi " in the shape of Demand Draft of any Nationalised Bank payable at Mandi, H.P.
- 15.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub clause 15.6.

Signature of Contractor

- 15.3 Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 15.1 above shall be rejected by the Employer as non-responsive.
- 15.4 The bid security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period.
- 15.5 The bid security of successful bidder will be discharged after he has signed the Agreement and furnished the required performance security.
- 15.6 The Bid security may be forfeited if:
 - i. The Bidder withdraws the bid after Bid opening during the Bid Validity period.
 - ii. The bidder does not accept the correction of the bid price pursuant to clause 25
 - iii. The successful bidder fails within the specified time limit to;
 - a) Sign the Agreement.
 - b) Furnish the required Performance Security.

16. Alternative proposal by Bidder

- 16.1 The Bidder shall submit offers that comply with the requirements of the bidding documents, including the basic specification of works, and or design as indicated in the drawings and specification. Alternative will not be considered.

17. Format and signing of Bid

- 17.1 The bidder shall submit one copy of the bid document in original comprising the Bid as described in Clause 12 of the Instruction to Bidders.
- 17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid
- 17.3 The Bid shall contain no alteration or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the Bid.

18. Sealing & Marking of Bid

Bid should be submitted in three Envelopes as mentioned below:-

18.1 Envelope-A (Duly Sealed) : Should contain

- a) The cost of Bid document for Rs. 1,000/- in the form of DD from any of the Nationalised bank, in favour of "Registrar, IIT Mandi" payable at Mandi, H.P., if document is downloaded from website. If Bid document is obtained from IIT MANDI office then enclose a copy of Money Receipt obtained from IIT MANDI office.
- b) Bid Security in prescribed manner.

18.2 Envelope-B (Duly Sealed): Should contain

Employer's Bid documents i.e. Technical Bid (other than priced BOQ) which will be submitted under formal forwarding letter addressed to the Employer interalia containing an undertaking that the Bid does not contain any amendment, modification or change of any type whatsoever in the Bid documents and to any amendment issued after pre-bid meeting. Technical Bid documents consisting of Section-I to Section-V and other enclosures as mentioned in the bid documents (duly filled up with required documents) signed & seal each page of the bid documents.

18.3 Envelope-C (Duly sealed): Should contain

Signature of Contractor

Financial Bid in standard format as per Section-VI contain priced BOQ only giving the amount in figure as well as words with the form of Contractor's Bid (Covering Letter).

18.4 All above three envelopes should clearly be marked on top of envelope about type of envelope (i.e. A, B & C), details of contents in envelope, name of agency submitting the bid.

18.5 The envelopes shall be addressed to Employer at the following address:

Registrar, IIT Mandi, PWD Rest House, Near Bus Stand, Mandi - 175 001, Himachal Pradesh

And bear the following Identification

a) Bid for: Execution and Facilitating the Cleaning of Building and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand.

b) Bid Reference No:- dated :

c) Name & Address of the Bidder _____.

18.6 If the outer envelope is not sealed and marked as above, the Institute will assume no responsibility for the misplacement or premature opening of Bid.

19. Dead Line for submission of Bid

19.1 Bid must be received by the Employer at the address specified above not later than the date specified in IFB. In the event of the specified date for the submission of bid being declared the holiday by the Employer the Bid will be received up to the appointed time on the next working day.

20. Late Bid

20.1 Any bid received by the IIT Mandi after dead line prescribed in IFB / Contract Data will be treated as late bid and will not be considered.

21. Bid Opening

21.1 On the due date and the appointed time the Employer shall first open envelopes—A & B- Technical Bid (original) of all bids received (except those received late) including modifications made in presence of the bidder or their representative who choose to attend. In the event of the specified date for bid opening being declared holiday by the employer, the Bid will be opened at the appointed time and location on the next working day.

21.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly.

21.3 Upon evaluation of technical bid as per the criterion described in Section-I, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.

21.4 All financial bids which are to be opened after technical evaluation as per clause-23 shall be opened at later date about which all concerned bidders shall be notified in advance.

21.5 All valid Financial Bids shall be opened on the notified date and time after declaring the result of Envelope A & B (Technical Bid). The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation.

22 Clarification of Bid

22.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Employer in the evaluation of the Bids in accordance with clause 24.

Signature of Contractor

22.2 If the employer is of the view that any rate quoted, on any part thereof, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service. Unsatisfactory response can lead to rejection of bid.

23. Examination of Bids and Determination of Responsiveness

23.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the eligibility criteria defined in Clause-2 of Section-I and Clause-I of Section-II.
- (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the Bidder to settlement of disputes clause;
- (c) Is accompanied by the required Bid security and;
- (d) is responsive to the requirements of the Bidding documents.

23.2 A responsive Bid is one conforms to all the terms, conditions and specifications of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:-

- (a) Which affects in any substantial way the scope, quality or performance of the Works;
- (b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

23.3 The technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the shortlisted bidders would be required to make presentations and /or written submissions to a Technical Committee of officers constituted for the purpose. The presentation will broadly cover the following:-

- (a) The background of the organization.
- (b) Details of major previous work executed during the last 2 years and past experience in carrying out similar work.
- (c) Proposed manpower deployment and compliance to statutory regulation.
- (d) Methodology of the work execution.
- (e) Any additional information in regard to award and recognition.

23.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

24. Correction of Errors

24.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

25. Evaluation and Comparison of Bid

25.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 23.

25.2 The Employer reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

25.3 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price

Signature of Contractor

analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

26. Award Criteria

- 26.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the lowest evaluated Bid price for the complete work as mentioned in scope of work and bill of quantity for one year period, provided that such Bidder has been determined to be eligible/ qualified in accordance with the provisions of Section-II.
- 26.2 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 26.3 Other Bidders whose bids are ranked below the best evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that, in case of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking at the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

27. Notification of Award and Signing of Agreement

- 27.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail or fax and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the "Contract Price").
- 27.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause-28.
- 27.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 21 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 27.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

28. Performance Security

- 28.1 Within, 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the shape of DD of any Nationalised Bank in favour of Registrar IIT Mandi payable at Mandi H.P. for an amount equivalent to 5% of the contract price.
- 28.2 Failure of the successful Bidder to comply with the requirements of Sub Clause-28.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.
- 28.3 The validity of such performance security shall be valid until a date of 90 days from day of completion time of contract including warranty/defect liability, if any.

29. Assignment or Sub letting

- 29.1 The Contractor shall not without the written consent of the Employer assign this contract to any other person or and shall sub let any portion of the work.

30. Corrupt or Fraudulent Practice

- 30.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
 - a) defines, for the purpose of these provisions, the terms set forth below:-
 - i. "corrupt practice". means the offering, giving, receiving or soliciting of any thing of value to

Signature of Contractor

influence the action of a public official in the procurement process 'or in contract execution; and

- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the Employer of the benefits of free and open competition.
- b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/ contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or executing, the contract.

Signature of Contractor

Indian Institute of Technology Mandi

Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand

Section-II

Forms of bid & Letter of Acceptance

Signature of Contractor

SECTION II –QUALIFICATION INFORMATION

1. General Conditions

- 1.1 The bidder must have minimum 2 years experience of executing the House Keeping work with an annual turnover of Rs. 5 lakh each in the preceding two years in similar type of works. The details of experience are to be furnished in form Tech- 1.
- 1.2 The bidder must own equipments required for the purpose of providing Housekeeping services. The details are to be furnished in form Tech-2A.
- 1.3 The details of personnel proposed to be employed for the purpose of providing the services are required to be filled in form Tech-2 B indicating name, age, qualification and experience. This information is required only for key personnel and not for the support staff.
- 1.4 The Bidder must submit a detailed methodology indicating the procedures of operation, quality control procedure etc. for providing the services during the contract period. For the purpose of understanding the proposed methodology, the employer has the option of calling bidders for presentation / discussion before the selection committee.
- 1.5 The Bidder must be registered under Service Tax, EPF and ESIC regulation and should possess EPF code numbers allotted by EPF Commissioner, Government of India, if applicable under statutory law.
- 1.6 Documentary evidence of adequate financial standing
- 1.7 The agency should be registered with appropriate Govt. bodies as per all extant Central Govt., State Govt., and Local norms.
- 1.8 Bidder must possess a valid labour license issued by the appropriate Govt. agency as per requirement.

All bidders shall include the above information and documents with their bids.

Signature of Contractor

**CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)**

(To be submitted on letter head of the bidder along with technical bid)

From: (Name & Complete Postal Address of the Applicant)

To:

.....
IIT Mandi
PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh

Sub:- Submission of prequalification application for the Housekeeping services at IIT Mandi.

Sir,

Having examined the details given in invitation for prequalification published in the newspapers and prequalification document for the above work we hereby submit the prequalification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms_____ to_____ and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We submit the following certificates in support of our suitability, trained know-how & capability for having successfully completed the following works:-

S. NO.	NAME OF WORK	CERTIFICATE FROM
1		
2		
3		

Encl:

Date of submission:

Signature of Applicant

CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)

(To be submitted on letter head of the bidder along with Financial Bid)

Description of Work: Execution and Facilitating the Cleaning of Building and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand

To

.....
IIT Mandi
PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh

Sir

Having examined the conditions of Contract including specifications, we, the undersigned offer to execute the Services described above in conformity with the Conditions of Contract and specifications as per bid document for sum of the Bid for the Contract Price as mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the Bill of Quantity/ Financial Bid attached herewith and made Part of Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you received.

We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the schedule specified in Schedule of Requirements.

If our Bid is accepted, we will furnish the Performance Security for a sum equivalent to 5% (percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Bid for a Period of bid validity from the date fixed for Bid opening. It shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this bid complies with the Bid validity and Bid Security required by the bidding Document.

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location

2. Agreement no.

a. Scope of Contract :

b. Contract Cost :

c. Date of start :

d. Period :

e. Amount of compensation levied, if any :

f. Average deployment of staff in a month :

g. No. of suits /rooms :

h. Overall grading of Service : Excellent/Very Good/Good/Fair

i. Compliance of all statutory requirements- Yes / No

Date : ___/___/2012

Place : _____

Signature of Authorized Signatory

Seal

Signature of Contractor

LETTER OF ACCEPTANCE

_____(Date)

To,

(Name and address of the Contractor)

Sir,

This is to notify that your offer dated ____ in response to Bid notification No. ____ dated _____ of the IIT Mandi for _____ as per enclosed price list is accepted for a period of one year from commencement of work.

All the other terms and conditions of the contract remain same as contained in the original bid document submitted by you.

You are hereby requested to furnish the Performance security, in accordance with clause-28 of Section-I of Bid Document for an amount of Rs. _____/- within 15 days of receipt of this letter.

Please treat this letter of acceptance as the work order awarding the contract to you as stated above and countersign the same in the space provided below in token of acceptance of the work order by you. You are also requested to sign the agreement within 21 days of receipt of this letter failing which your bid will be cancelled and bid security and performance security be forfeited.

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Signature of Contractor

ISSUE OF NOTICE TO PROCEED WITH THE SERVICES
(Letterhead of the Employer)

_____ dated

To

_____ (name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause-28 and signing of the contract for the 'Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand' as per enclosed price schedule 'A' you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Signature of Contractor

AGREEMENT

THIS AGREEMENT made on the _____(Date) between _____(Name and address of employer) (hereinafter called "the Employer") of the one part and, _____(name and address of contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer invited bids for engaging private _____agency for _____' and has accepted the bid by the Contractor for providing the services on Annual rate Contract basis as per the rates and specifications mentioned in conditions of Contract, Bill of Quantities (Price Schedule) and the price quoted thereof. This contract shall be effective from _____for one year.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Employer's Notification of Award Letter of Acceptance issued vide memo no. ___Dated ___.
 - b) Contractor's Bid - (Bid Document - _____Dated: _____) and the Bill of Quantities (Price Schedule Section-VI) submitted by the Contractor.
 - c) General Conditions of Contract-Section III.
 - d) Specifications of Work, Scope of Work & Special Conditions of the Contract- Section-V.
 - e) Contract Data-Section IV.
 - f) Contractor's Letter dated ___and Performance Guarantee in the form of ___.
3. In consideration of the payments to be made by the employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects/deficiencies therein, such sums as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of Employer

On behalf of Contractor

In presence of

(1)

(2)

In presence of

(1)

(2)

Signature of Contractor

Indian Institute of Technology Mandi

PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh
Telephone 01905-237943, 237945(Fax), Website:

SECTION-III

GENERAL CONDITIONS OF CONTRACT (GCC)

Signature of Contractor

SECTION: - III – GENERAL CONDITIONS OF THE CONTRACT

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Signature of Contractor

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The Completion Date is the date of completion of, the Works as certified by the Employer or his nominee in accordance with Contract Data.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works / provide services. It consists of the documents listed in Clause 2.3 below

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract and includes deficiencies.

The **Employer** is the party who will employ the Contractor to carry out the Works/services.

Equipment is the Contractor's machinery / non consumable items / vehicle etc brought temporarily to the Site to construct the Works or to carry out services as per the terms of the contract.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works/services. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the employer by issuing an extension of time.

Material are all supplies, including consumables, used by the contractor for incorporation in the Works / services.

Plant is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area where the contractor has to execute the Works / services defined as such in the Contract Data

Specification means the specification of the Works included in the Contract and any modification or addition made or approved by the employer or authorized representative of employer.

The **Start Date** is the date when the Contractor shall commence execution of the works / services as mentioned in the work order.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works / providing of services.

A **Variation** is an instruction given by the employer or his representative which varies the works.

The **Works** are what the contract requires the contractor to execute, install, provide services and turn over to the Employer as defined in Section V Scope of Work.

2 Interpretation

- 1.1 In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The

Employer or his nominee will provide instructions clarifying queries about the Conditions of Contract

- 1.2 If the sectional completion is specified in the Contract Data reference in the Condition of the Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works)
- 1.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Acceptance and notice to proceed with works
 - c. Contractor's Bid
 - d. Contract Data
 - e. General Conditions of Contract including Special Conditions of Contract.
 - f. Specification of Works, Scope of Works
 - g. Bill of quantities and
 - h. Any other documents listed in the Contract Data as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

4. Communications

- 4.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

5. Other Contractors

- 5.1 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.
- 5.2 Subcontracting is not allowed.

6. Personnel

- 6.1 The Contractor shall employ / nominate the key personnel / Project Manager in the Schedule of Key Personnel – Tech 2B to carry out the functions stated in the scope of works. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 6.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within two days and has no further connections with the work in the Contract.

7. Employer's and Contractor's Risks

- 7.1 The Employer carries the risks which this, Contract states are Employer's risks and the Contractor carries the risks which this Contract state are Contractor's risks.

8. Employer's Risk

- 8.1 The Employers risks are:-

- a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed
 - i. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - ii. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iii. ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
 - v. riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.
 - vi. floods, tornadoes, earthquakes and landslides
- b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- d) any operation of the forces of nature (in so far as it occurs on the Site) which the contractor experienced:
 - i. could not have reasonably foreseen, or
 - ii. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - b. Insure against.

9. Contractor's Risks

- 9.1 All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the accepted risks are the responsibility of the Contractor.

10. Insurance

- 10.1 The Contractor shall have the insurance cover from the Start Date to the completion of the work, for the following events which are due to the Contractors risks:
 - a. loss of or damage to the Works, Plant and Materials
 - b. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - c. Personal injury or death.
- 10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer or his nominee for the Employer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 10.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the

Signature of Contractor

premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

10.4 Alterations to the terms of insurance shall not be made without the approval of the Employer or his nominee.

10.5 Both parties shall comply with all conditions of the insurance policies.

11. Contractor to Construct the Works/provide services.

11.1 The contractor shall execute the service or provide services in accordance with the specifications and instructions.

12 The Works/services to Be Completed by the Intended Completion Date.

12.1 The service contract shall be on annual contract basis. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the instructions of employer, during the contract period.

13. Approval by the Employer

13.1 All the cleaning and Housekeeping services providing shall be got approved from the Employer or his authorized representative.

14. Safety

14.1 The Contractor shall be responsible for the safety of all activities on the Site.

15. Discoveries

15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the employer of such discoveries and carry out the Employer's instructions for dealing with them.

16. Possession of the Site

16.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. If possession of site may be given in a phased manner so as to be compatible with contractor's work progress.

17. Access to the Site

17.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials plant are being manufactured, fabricated and /or assembled for the works or to provide the services.

18. Instructions

18.1 The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws where the Site is located.

19. Arbitration.

19.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, IIT Mandi, Mandi H.P. and the award/decision given by him shall be final and binding on both the parties.

19.2 The arbitration proceedings shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996.

19.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/ decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be,

from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.

19.4 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

19.5 Arbitration proceedings shall be held at IIT Mandi, Mandi H.P.

19.6 All arbitration awards shall be in writing and shall state the reasons for the award.

19.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

20. Program

20.1 During the currency of Annual service contract the contractor shall submit to the employer or his nominee for approval an updated Program showing 'the general methods, arrangements, order, and timing for all the activities in the works at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to with hold this amount until the next payment after the date on which the overdue Program has been submitted.

20.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

21. Identify Defects

21.1 The Employer or his nominee shall check the Contractor's work and notify the Contractor of any Defects / deficiency that are found. Such checking shall not affect the Contractor's responsibilities. The Employer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer or his nominee considers may have a Defect.

22. Tests.

22.2 If the Employer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work/ service has a defect and the test shows that it does, the Contractor shall pay for the test and any samples.

23. Correction of Defects

23.1 The employer or his nominee shall give notice to the Contractor of any shortcoming in services or supply of insufficient or poor quality of services as defined in the Contract Data.

23.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

24. Uncorrected Defects

24.1 If the contractor has not corrected a defect within the time specified by the Employer or his nominee's notice the Employer or his nominee can impose suitable penalty as deemed fit, subject to the provision of the bid or get the defect rectified at the risk and cost of the contractor. Cost on this account will be recoverable from the contractor.

25. Bill of Quantities

25.1 The Bill of Quantities shall contain items to be carried out for House Keeping services by the Contractor.

Signature of Contractor

- 25.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 25.3 If requested by the Employer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.
- 25.4 Escalation
- The price quoted by the contractor should be on fixed price basis and are not subject to any escalation what so ever. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

26. Variations.

- 26.1 All variations in the quantities of different items of works from the bill of Quantities shall be done only with the prior approval of the Employer.
- 26.2 The contract will be purely on rate contract basis and there will not be any guarantee of minimum/ maximum volume of work.
- 26.3 In case of service providing contracts the duration of the services may be extended on mutual agreement.
- 26.4 All variations shall be included in updated programs produced by the contractor.

27. Payments for Variations.

- 27.1 The contract is on item wise rate contract without any minimum quantum of assured work.
- 27.2 No extra payment or rate will be entertained for any variation in work, without prior approval of employer.
- 27.3 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

28. Payments

- 28.1 Bills shall be prepared and submitted by the Contractor. Quantity of works / services shall be taken continuously and need not be connected with billing stage. System of 3 copies of bill and signed by both Contractor and Employer shall be followed. The bill will be submitted by contractor on periodical basis, as the case may be.
- 28.2 For items of the Works for which no rate or price has been entered in bill not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

29. Tax

- 29.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales, service and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of, such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.

30. Subsequent Legislation

- 30.1 If, after 28 days (Twenty eight) prior to the date for submission of Bids for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

31. Liquidated Damages

- 31.1 In case any services is not found as per prescribed norms or is not carried out in time, the total price of the item(s) will be disallowed, in addition to penalty.
- 31.2 In case of service providing contract, if the contractor fails to provide services in time, the employer shall get the same done from the open market and the extra cost incurred on this shall be recoverable from the contractor in addition to suitable penalty which will not be less than minimum of 1 % of contract price subject to a maximum penalty of 10% of the contract price.

32. Advance Payment

- 32.1 No advance payment shall be paid to the contractor in any circumstances under this contract

33. Secured Advance

- 33.1 No secured advance in respect of material and plant / equipment shall be paid, in any circumstances under this contract.

34. Security Deposit

- 34.1 The security Deposit shall consist of:
 - (a) Performance Guaranty to be 5% of the Contract amount and submitted within 15 days of receipt of letter of acceptance in the form of Demand Draft from a Nationalised Bank in pursuant to Clause-28 of Section-I.
- 34.2 The security deposit (Performance security) shall be released within 90 days after completion of contract period and upon submission of claim by the agency and issuance of no dues certificate by the office in charge of the employer for final payment. The release of security deposit will be subject to submission of clearances certificate from EO (EPF) by the contractor, if required.

35. Termination

- 35.1 The Employer or the Contractor may terminate the Contract if the other party causes fundamental breach of the Contract.
- 35.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - I. The Contractor stops work for 7 days when no stoppage of work is shown on Program and the stoppage has not been authorized by the Employer.
 - II. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
 - III. The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
 - IV. The Contractor does not maintain a security which is required.
 - V. The Contractor has delayed the completion of works by the number of days for which maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the training program or reputation of the IIT Mandi.
 - VI. If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 35.3 When either party to the Contract gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause 35.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- 35.4 The failure to deploy adequate services personnel resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.
- 35.5 If the Contract is terminated the Contractor shall stop service immediately, make the Site safe and secure and leave the Site as soon as reasonably possible which is to be decided by the employer.

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- 35.6 In the event of termination due to fundamental breach of contract by the employer, the security Deposit (performance security and retention Money) of the contractor shall be forfeited and balance period Housekeeping Services contract shall be undertaken at the risk and cost of the agency, till the new contract will be executed.
- 35.7 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.
- 35.8 During the currency of this agreement, the IIT Mandi shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days' notice in writing. For this purpose, the IIT Mandi shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the IIT Mandi shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore, if on account of non-renewal of the contract and/or termination of this contract, the agency has to terminate services of its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirement agency itself shall be liable for all the costs and consequence.

36. Property.

- 36.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

37. Labour

- 37.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site / work place and such other information as the employer may require.

38. Compliance with labour regulations:

- 38.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of IIT Mandi.

38.2 Compliance of the provisions of some major laws applicable to establishments:

- a) The Bidder will have to comply with all the provisions of the statutory laws applicable in this regard and should ensure that it follows all extant Central Govt., State Govt., and Local Norms.

- b) There shall be no contractual or other relationship between the Employees of the Housekeeping agency and the IIT MANDI. Payment of Provident Fund, ESIC, minimum wages, workman compensations, bonus, gratuity, Leave etc. of the House keeping Personnel wherever applicable will be the sole responsibility of the Housekeeping Agency. Also the provisions of Child Labour (prohibition and regulation) Act 1986 is strictly applicable to the contract.
- c) The contract shall be subject to such other terms, conditions and instructions as may be issued by the Employer at any point of time.

39. Employer or his nominee's Decisions

- 39.1 Except where otherwise specifically stated, the Employer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

40. Delegation

- 40.1 The Employer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

41. Site Investigation Reports

- 41.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

42. Queries about the Contract Data.

- 42.1 The Employer or his nominee will clarify queries on the Contract Data.

43. Extension of the Intended Completion Date

- 43.1 The duration of this Contract shall be for a period of one year w.e.f. the commencement of the contract as notified by IIT Mandi. However, it may be extended on mutual consent for agreed period. The successful bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

44. Delays Ordered by the Employer or his nominee

- 44.1 The Employer or his nominee may instruct the Contractor to delay the start or progress of any activity within the area of scope.

45. Management Meetings.

- 45.1 Either the Employer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 45.2 The Employer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

46. Early Warning

- 46.1 The Contractor is to warn the Employer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the service, increase the Contract Price or delay the execution of Services. The Employer or his nominee may require the Contractor to provide an estimate of the expected effect of the event or circumstance on the Contract Price. The estimate is to be provided by the Contractor as soon as reasonably possible.

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- 46.2 The Contractor shall cooperate with the Employer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer or his nominee.

47. Contractors Responsibility

- 47.1 The quality of work at all stage should be as per the standards laid down and explained to the agency. The agency shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition) 1970, Minimum Wage Act 1948, Payment of Wages Act 1935, Employees Provident Fund and Miscellaneous Provisions Act 1952, Gratuity Act 1972, the E.S.I. Act, and such other statutory enactments/rules and regulations laid down by the Govt. or local body in force/coming into force which may apply to services and any liability on account of non-compliance or violation thereof shall be the agency's responsibility.
- 47.2 The employees employed by the agency shall be its employees and the IIT Mandi shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any compensation, notice pay, etc.
- 47.3 The Agency shall regularly make payment to the Provident Fund, Family Pension, Employee State Insurance Contribution, Deposit Linked Insurance Scheme, Gratuity and all other statutory dues, as applicable, that may become due or payable by the agency for the labour employed by it and maintain all such records as may be statutorily required and present the same to the officers of the IIT Mandi as and when required.
- 47.4 All the workmen in the employment of the agency working in the IIT Mandi shall abide by the disciplinary procedures/rules and regulations laid down by the IIT Mandi from time to time.
- 47.5 In the event the agency is provided with any material or equipment belonging to the IIT Mandi, the agency undertakes to return the same in good condition, failing which the agency shall be responsible for paying to IIT Mandi the cost of the same.
- 47.6 The IIT Mandi shall accept no claim in the event of any of the agency's employees sustaining any injury, damage or loss to either person or property either inside or outside the IIT Mandi premises and IIT Campus at Kamand. The Contractors should provide insurance cover as per Workmen's Compensation Act for all its workers.
- 47.7 A complete list of workers/ supervisors/ personnel together with detailed bio-data, photographs etc. should be submitted to the IIT Mandi before they are employed.
- 47.8 IIT MANDI reserves right to accept/reject any particular worker/supervisor/personnel placed on duty at IIT MANDI.
- 47.9 The workers/staff/personnel of the Contractor will have nothing to do with the IIT MANDI and shall have no presumptive right of absorption in the services of the IIT Mandi.
- 47.10 In case the workers engaged by the agency have any grievance, they will take it up with the agency without any disturbance on the campus. If the agency's workers were to resort to agitation resulting in damage to IIT MANDI property or hindrance to its work, the agency would be liable to pay damages to IIT MANDI. Further, such action by the agency's workforce would result in termination of the contract.
- 47.11 The agency shall at all times indemnify the IIT Mandi against all claims for compensation under the provisions of any law for the time being in force/brought into force, by or in respect of any workmen employed by the agency in carrying out the contract and against all costs and expenditures incurred by the IIT Mandi in connection therewith, the IIT Mandi shall be entitled to deduct any amount due, from the agency, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto.
- 47.12 If in the course of execution of this contract by the agency, any minor or major damage is caused by the agency or his workmen to the persons or property of the IIT Mandi after joint investigation by the 'IIT Mandi' and the 'Contractor' any claims arising there from

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shall be recovered from the Agency, settled and dealt with. The agency shall render all assistance and cooperation to the IIT Mandi if any enquiry is held thereon.

47.13 The agency shall at all times keep the IIT Mandi effectually indemnified against all sections, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the agency.

47.14 If any employee deployed by the bidder in the premises becomes liable for suspension or dismissal by the IIT Mandi due to his actions, disobedience or misconduct, the bidder shall accept the decision of the IIT Mandi as final and abide by such decision. In such an event, the IIT Mandi shall not in any way be liable for any claim made by the concerned employee of the bidder for wages or damages and the bidder shall keep the IIT Mandi's authorities indemnified.

47.15 The bidder shall be responsible for the upkeep of equipments provided by the IIT Mandi. In case of any damage to the furniture and equipments by any person employed by the bidder, he will immediately inform in writing the concerned authorities of the IIT Mandi for recovery of such losses/damages, failing which the bidder shall himself be liable to pay the cost as decided by the IIT Mandi.

48. Payment to workers:

48.1 Monthly salary in accordance with provisions of Minimum wage Act/Payment of wage Act, shall be paid to the workers through a Bank account within seven days from the closing date of wage period. Details of such account shall be furnished to IIT MANDI.

48.2 Report shall be provided to IIT MANDI by 9th of every month confirming payment of wages.

48.3 If such a report is not received by ninth day, IIT MANDI will deposit the required amount of wages to the account of the workers and deduct the same from amount due to contractor.

49. Jurisdiction

49.1 All disputes subject to Mandi H.P. Jurisdiction only.

50. Contractor to Execute the Services.

50.1 The Contractor shall execute the Services in accordance with the Specifications, Area of scope & schedule of requirement.

50.2 The service/work are subject to supervision of the authorized representative of Employer. If any irregularity is observed will entail penalty as defined as "Penalty" clause of Section-V.

51. Currencies

51.1 All payments shall be made in Indian Rupees unless specifically mentioned otherwise.

Signature of Contractor

Indian Institute of Technology Mandi

PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh
Telephone 01905-237943, 237945(Fax), Website:

Section IV- CONTRACT DATA

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The Works consist of

No	CATEGORY	Cleaning and Housekeeping
1	Name of Employer	IIT Mandi
2	Name of Works	Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand
3	Bid Security	Rs. 25,000/-
4	Last Date for submission of Bid	On or before 12.10.2012 upto 3:00 P.M.
5	Date & time for opening of bid	12.10.2012 at 3:30 P.M.
6	Start Date/Date of Commencement of work	Within 7 days from signing of agreement
7	Intended completion date from start date	One Year
8	Security Deposit GCC-34 of Sec-III	In the form of Performance Guaranty
9	Performance Guaranty Clause-28 of Section-I	Performance Guaranty to be 5% of the Contract amount and submitted within 15 days of issue of letter of acceptance as DD pursuant to Clause 28 of Section – I.
10	Liquidated Damages GCC 31 of Sec-III	In case of service providing contract, if the contractor fails to provide services in time, the employer shall get the same done from the open market and the extra cost incurred on this shall be recoverable from the contractor in addition to suitable penalty subject to a maximum deduction of 10% of the contract price.
11	Contract Price	Total cost of bid price.
12	Secured Advance	No secured advance payable under the contract
13	Advance payment	No advance payment under the contract. However, monthly payment shall be made to contractor on submission of monthly bill.
14	Escalation GCC – 25.4 of Sec-III	No escalation on prices. The price quoted should be on fixed price basis for the complete contract period and are not subject to any escalation. Statutory variation limited to duties and taxes if any will be considered for adjustment in contract prices.

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SECTION V – SPECIFICATION OF WORKS, SCOPE OF WORKS & SPECIAL CONDITIONS OF THE CONTRACT

1 Area of Scope

- 1.1 The IIT Mandi requires appointing a Housekeeping Service Agency, herein after called “Agency” for its various establishment and buildings detailed as under:

A) IIT Transit Campus at Mandi (HP)

Execution and Facilitating the Cleaning of

1. Dashir Hostel (Jail Road)

Rooms 36, Toilets-18, Bathrooms-18, Gallery area & Staircase-4, TV Room, Study Room, Dining room, Outer area including Badminton ground.

2. Beas Kund Hostel (Jail Road) Rooms-21, Toilets-7, Bathrooms-4, Urinal-4 Gallery area & Staircase-3, Dining room, Outer area.

3. Nako Hostel (Sauli khad)

Rooms with attached Toilets-33, Gallery area & Staircase-5, Dining room, Outer area, Common Toilets-3, Field Hostel (3 rooms & 3 toilets) at Sauli khad.

4. Suvalsar Hostel (Vallabh College)

Rooms-33, Toilets-20, Bathrooms-20, Gallery area & Staircase-7, Dining room, Outer area.

5. Renuka Hostel

Rooms-18, Toilets-15, Bathrooms-15, Gallery area & Staircase-3, TV Room, Dining room, Outer area Administrative Block rooms 20 including Guest House, Annexe building etc.

6. Administrative Block

Toilets-11, Drawing Hall below parking of Administrative Block including toilets, around faculty quarters areas, Annexe building area.

7. Academic Block (Vallabh College)

Rooms-30, Toilets-24, Corridor/Stair case, Badminton Hall, (Including 26 office cabins), Compound of Academic Block, 4 room of Bamboo Structure & corridor, Toilet-1 & compound of Bamboo structure.

B) IIT Campus at Kamand, Distt. Mandi (HP)

1 Admin Block

Rooms-7, Hall-1, Toilets-2, Corridor and compound

2 Renovated buildings

5 Sets of approximate area 65 sq. mtr. each with toilet & kitchen, stair case and open compound

3 Mechanical Lab

Hall of Mechanical lab with area approximately 470 sq. mtr. and 2 no. of toilets

4 Computer & Allied Science lab

2 no. of Halls with approximate area of 275 sq. mtr. each, 2 rooms of XRD lab, 1 small hall, open courtyard, compound and 2 no. of toilets

5 Bamboo structure

Having approximate area 920 sq. mtr. comprising 34 rooms and verandah, open courtyard, 17 no. of toilets and bathrooms

6 Dining Hall

Having area of approximate 874 sq. mtr. including toilets etc.

7 Open areas compounds, grounds, roads etc.

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2. Scope of Work

2.1 Scope of work includes

- a. Cleaning, sweeping mopping etc. of Institute Transit Campus at Mandi {Dashir Hostel (Jail Road), Beas Kund Hostel (Jail Road), Nako Hostel (SauliKhad), Suvalsar Hostel (Vallabh College), Renuka Hostel (Old PWD Rest House), Administrative Block (Mandav Hotel), Academic Block (Vallabh College)} and IIT Campus at Kamand (Admin Block, Renovated Buildings, Mechanical Lab, Computer & Allied Science Lab, Bamboo Structure, Dining Hall and Open areas compounds, Grounds, Roads etc.)
- b. Cleaning of all the manholes, gully traps, floor traps main sewerage lines in the Institute and campus.

Note: Lecture hall should be cleaned once in a day.

2.2 The daily collection and disposal of garbage from dustbins placed at different locations.

2.3 The services should be carried out as per the directions of the representative of the IIT Mandi.

The Housekeeping agency shall propose the methodology of Housekeeping services for the IIT Mandi and submit the program backed with man power and equipment planning and deployment, duly supported with schedule of cleaning,

The Housekeeping agency should carry out the cleaning and servicing work with standard equipments using standard quality cleaning agents / consumables as per the satisfaction of the Employer.

3. Internal Cleaning

- a) Dashir Hostel (Jail Road), Beas Kund Hostel(Jail Road), Nako Hostel (SauliKhad), Suvalsar Hostel(Vallabh college), Renuka Hostel(Old PWD Rest House):

Frequency: Rooms once in 2 days (3 times a week), toilets and dining room twice a day and common area daily

- i. Wet and Dry Cleaning of rooms, door window, Furniture, cupboard, accessories and fixtures of rooms and toilets.
- ii. Toilet cleaning - The agency has to ensure that the toilets and its accessories should be thoroughly cleaned, dry and maintained glare shining during use throughout the day.

- b) Administrative Block (Mandav Hotel), Academic Block (Vallabh College):

Frequency: Rooms once in a day & Toilets thrice a day

- i) Wet and Dry Cleaning of rooms, door window, Furniture, cupboards, accessories and fixtures of rooms and toilets.
- ii) Toilets cleaning - The agency has to ensure that the toilets and its accessories should be thoroughly cleaned, dried and maintained glare shining during use throughout the day.
- iii) Cleaning of all equipments and maintaining it's glaring and shining.

4. External Cleaning

- a) **All Buildings: (as per standard of hospitality practices):**

- i. Outer cleaning of building i/c removing of cobwebs and dust of outer walls of buildings, etc by vacuum cleaner / high pressure water jet should be carried out periodically so as to ensure that the buildings are free from dust or cobweb etc

- b) **Outer compound & Parking Areas : (as per standard of hospitality practices):** Cleaning of complete Outer compound and parking area including internal roads once in a day.

5. Consumables

- 5.1 If it is found that any break down / damage has occurred in equipment due to negligence of the Agency/ worker of the Agency, the Agency will be liable to compensate and expenses in its repairs shall be recovered from monthly bill of the Agency.
- 5.2 The contractor should carry out cleaning and housekeeping works using standard quality cleaning agents. The cleaning agents required for floor cleaning/ room cleaning/toilets cleaning shall be in the scope of contract and nothing extra will be paid on this account.
- 5.3 The Contractor shall maintain the sufficient stock of cleaning agents in the central store of the IIT Mandi and the material shall be issued to the Contractor under the supervision of the IIT Mandi on day to day basis. For this purpose the assessment of the requirement of the cleaning agents will be jointly done by the Contractor and the IIT Mandi.

6. Housekeeping Equipments to be arranged by the Agency

- 6.1 The Agency shall arrange minimum following housekeeping equipments essential for effective mechanized cleaning.
 - i. Cleaning liquids, powders, soap etc.
 - ii. Pipe cleaning kit
 - iii. Glass cleaning Kit
 - iv. Mopping Kits
 - v. Glass dusters
 - vi. Floor Dusters
 - vii. Soft broom
 - viii. Dust pans
 - ix. Wipers
 - x. Bucket, mugs or other equipments required for housekeeping work.

7. Uniform

- 7.1 The Contractor has to provide a distinct uniform to its workmen, different from the employees of employer.
- 7.2 The employees should be supplied with adequate number (at least two sets) proper uniforms with logo of the company inscribed on it, by the agency at its cost. The workmen should use these uniforms in clean condition and properly pressed.
- 7.3 The uniform shall be kept in neat, tidy and wearable condition. Proper shoes and name plate will be the integral part of uniform.
- 7.4 The Contractor/agency should ensure that the workmen employed by them always wear proper uniform as prescribed by the Contractor.
- 7.5 All the personnel engaged by the agency shall be provided with photo identity cards.

8. Commencement & Completion of Work

- 8.1 The Agency will start service within 7 days from the date of signing of agreement. The initial service contract shall be for one year. The contract period may be extended on mutual agreement for agreed period.

9. Penalty

- 9.1 The IIT Mandi reserves the right to impose penalty (as per clause 31 of section III) on the Contractor for any serious lapse in maintaining the quality of the services willfully or otherwise by the Contractor or his staff.
- 9.2 If the IIT Mandi is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the Contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the IIT MANDI will be at liberty to take

appropriate necessary steps as deemed fit in addition to penalty as specified under clause 'Penalty'.

- 9.3 In case the services provided by the contractor are found to be unsatisfactory or if any incidence of misbehavior by the staff of the Agency is reported or service is not provided in time, then the Employer may impose a penalty upto Rs. 1000/- per such case
- 9.4 The cleaning work is subject to supervision of the authorized representative of Employer. If any irregularity is observed or any area left unclean will entail penalty up to Rs.1000/- per case as deemed fit by the Employer.
- 9.5 A penalty up to Rs. 1000/- shall be imposed for unsatisfactory/ deficiency of services noticed for each incident as deemed fit by employer.
- 9.6 The Employer shall have authority to disallow and deduct the salary of three days, as penalty/ punishment, if any House Keeping personnel, on duty or otherwise, found under the influence of any drug or intoxicants or found guilty of conduct unbecoming of a house keeping personnel or found attempt to claim false attendance and shall take such other action as may be required under the circumstances.
- 9.7 The failure to employ adequate number of persons resulting in sub standard service will be considered as breach of the terms and conditions under the agreement.
- 9.8 If the agency fails to provide efficient and reliable service either due to deployment of inadequate number of personnel or lax and unsatisfactory services and fails to improve even when so asked, the employer may consider termination of the contract.
- 9.9 The Employer, if not satisfied with the progress and quality of the services rendered by the contractor under the contract and in the event of failure of the contractor to recoup the quality in the mutually agreed time frame, shall be entitled to terminate the contract and forfeit performance security to IIT Mandi.

10. Quality Work

- 10.1 It will be the responsibility of the contractor to maintain the high standard practices of maintenance services of housekeeping work with specified machines and other material and should ensure that cleanliness in the campus should be maintained to the satisfaction of the employer.
- 10.2 Looking to the nature of the work, if the employer notices that due to gross negligence or deficiencies or improper execution of work, on the part of the contractor, the aesthetic aspect or appearance of the Campus is likely to suffer, the employer shall be at liberty to revoke the contract without any notice or any payment for any likely loss to the contractor, and take over the responsibility of housekeeping of the IIT Mandi and take further necessary steps to obtain housekeeping services at the cost and risk of the contractor.

11. Water / Electricity

- 11.1 The IIT Mandi will provide the agency the following facilities free of cost for the execution of work;
(a) Water (b) Electricity
- 11.2 The agency should keep the usage of the water and electricity to a reasonable level. If it is found that water and electricity are not used properly and involves wastage, the IIT Mandi reserves the right/option to levy penalty on the agency up to Rs. 1000/- for each incident.

12. Safety Measures

- 12.1 The Agency shall abide by the safety measures for carrying works at heights and handling chemical cleaning agents as per labour laws.

13. Terms of Payment

- 13.1 No mobilization advance and secured advance will be paid.
- 13.2 Bill should be prepared and submitted by the contractor in three copies and payment will be released within 15 days from date of receipt of certified bills on monthly basis.
- 13.3 Separate SERVICE CHARGES will not be paid. Rates quoted by the bidder shall be inclusive of all SERVICE CHARGES.

14. Minimum Number of Manpower including Supervisor

- 14.1 The contractor has to employ sufficient numbers of manpower for performance of contractual obligations. **However, the contractor should ensure deployment of one supervisor on all days.**
- 14.2 The service personnel should be properly trained in providing Housekeeping services in the IIT Mandi at Mandi and Kamand.
- 14.3 The contractor shall be required to provide the services as stipulated in the 'Specification of Work, Scope of Work and Special condition of Contract' at Section-V and 'Bill of Quantities' at Section-VI by deploying extra workmen and supervisor, if required. If for this purpose additional man power is required, it shall be the responsibility of the contractor to provide the same at his own cost and no extra payment shall be admissible on this account.

15. Rates

- 15.1 The amounts specified herein are inclusive of all costs, expenses, wages, all taxes and other expenses including ex-gratia payment to workmen or payment of their legal dues that may be incurred by the agency and the agency shall not be entitled to make any other demands monetary or otherwise from the IIT Mandi during the term of this contract.

Signature of Contractor

Indian Institute of Technology Mandi

PWD Rest House, Near Bus Stand
Mandi - 175 001, Himachal Pradesh
Telephone 01905-237943, 237945(Fax), Website:

No. : IIT Mandi/PUR-206/2012/13/7240-41

Dated: 21.09.2012

FINANCIAL BID

Section–VI : Bill of Quantities (Price Schedule)

for

Cleaning & Housekeeping Services

Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds, Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand

Signature of Contractor

Section-VI ('A') : Bill of Quantities (Price Schedule)

No. : IIT Mandi/PUR-206/2012-13/7240-41

Dated: 21.09.2012

Cleaning & Housekeeping Services

**Execution and Facilitating the Cleaning of Buildings, roads within the campus and Compounds,
Housekeeping of Guest Houses in the IIT Mandi premises and IIT Campus at Kamand**

Name of Contractor: _____

Address : _____

A) IIT Transit Campus at Mandi (HP)

Name of work	Unit	Rate (In Figure Rs.)	Rate (In words Rs.)	Amount
<p>Execution and Facilitating the Cleaning of</p> <p>1. Dashir Hostel (Jail Road) Rooms 36, Toilets-18, Bathrooms-18, Gallery area & Staircase-4, TV Room, Study Room, Dining room, Outer area including Badminton ground.</p> <p>2. Beas Kund Hostel (Jail Road) Rooms-21, Toilets-7, Bathrooms-4, Urinal-4 Gallery area & Staircase-3, Dining room, Outer area.</p> <p>3. Nako Hostel (Sauli khad) Rooms with attached Toilets-33, Gallery area & Staircase-5, Dining room, Outer area, Common Toilets-3, Field Hostel (3 rooms & 3 toilets) at Sauli khad.</p> <p>4. Suvalsar Hostel (Vallabh College) Rooms-33, Toilets-20, Bathrooms-20, Gallery area & Staircase-7, Dining room, Outer area.</p> <p>5. Renuka Hostel Rooms-18, Toilets-15, Bathrooms-15, Gallery area & Staircase-3, TV Room, Dining room, Outer area Administrative Block rooms 20 including Guest House, Annexe building etc.</p> <p>6. Administrative Block Toilets-11, Drawing Hall below parking of Administrative Block including toilets, around faculty quarters areas, Annexe building area.</p> <p>7. Academic Block (Vallabh College) Rooms-30, Toilets-24, Corridor/Stair case, Badminton Hall, (Including 26 office cabins), Compound of Academic Block, 4 room of Bamboo Structure & corridor, Toilet-1 & compound of Bamboo structure.</p>				

B) IIT Campus at Kamand, Distt. Mandi (HP)

1	Admin Block Rooms-7, Hall-1, Toilets-2, Corridor and compound				
2	Renovated buildings 5 Sets of approximate area 65 sq. mtr. each with toilet & kitchen, stair case and open compound				
3	Mechanical Lab Hall of Mechanical lab with area approximately 470 sq. mtr. and 2 no. of toilets				
4	Computer & Allied Science lab 2 no. of Halls with approximate area of 275 sq. mtr. each, 2 rooms of XRD lab, 1 small hall, open courtyard, compound and 2 no. of toilets				
5	Bamboo structure Having approximate area 920 sq. mtr. comprising 34 rooms and verandah, open courtyard, 17 no. of toilets and bathrooms				
6	Dining Hall Having area of approximate 874 sq. mtr. including toilets etc.				
7	Open areas compounds, grounds, roads etc.				

Date : ____/____/2012

Place: _____

Signature of Authorized signatory

Seal

Signature of Contractor