

**REQUEST FOR PROPOSAL (RFP):**  
**COMPREHENSIVE ANNUAL CONTRACT FOR**  
**HOUSEKEEPING & GARDEN MAINTENANCE**  
**SECURITY GUARDS AND OFFICE BOYS**  
**SERVICES AT**  
**BITS Edu Campus, VARNAMA, VADODARA**

**Ref:** BIT/19-20/001

**Dated:** 05.05.2019

Campus Director  
BITS Edu Campus  
Vadodara-Mumbai N.H.# 8,  
Varnama, Dist.Vadodara - 391240

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## 1. BID Details

1	Date of Advertisement in the	<b>Date: 05.05.2019</b>
2	Tender document	To be downloaded by bidder from
3	Last Date and Time for BID Submission of Tender at BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240	Date: 01.06.2019 Time: 16:30 p.m.
4	Date and Time of Tender Opening	Date: 03.06.2019 Time: 10:30 a.m.
5	Place of opening of Tender	BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240
6	Address for communication Campus Director BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240	1. Name: Shri S. K. Patel 2. Designation :Campus Director 3. Contact Number : 0265-2303991/2/3 Fax : 0265-2659999 4. Email : <a href="mailto:info@bitseducampus.org">info@bitseducampus.org</a>
7	Tender Fees	<b>Rs.10,000/- in form of Demand Draft</b> in favor of Babaria Institute of Technology, payable at Vadodara.
8	Guarantee Money Deposit	Rs.2,50,000/- for the contract period to be refunded without interest after completion of contract.
9	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company/Partnership/Proprietary Firm 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. E-mail
10	Site visit/inspection	06.05.2019 to 31.05.2019 up to 17:00 p.m.

## 2. Overview

BITS Edu Campus, Vadodara-Mumbai N.H. # 8, Varnama-Vadodara managed by Shree Krishna Educational and Charitable Trust, Vadodara is one of the best educational institution in Gujarat spread over @ 27 acres of huge lush green campus. BITS Edu Campus comprises of Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy, Matrushi Davalba Ayurved Hospital, Matrushi Davalben D.Patel Girls' Hostel and proposed Krishna Ayurved Medical College having strength of over 3600 students with more than 475 teaching, non-teaching staff with 150 girls residing at girls' hostel within the campus premises and having tie-up is with Shri Durlabh B. Sanghani Boys' Hostel managed by Rudraksh Academy Private Ltd. having capacity of 350 students.

## 3. Purpose

**Part – A :** Tenders are invited for supply of manpower for Annual Housekeeping, Garden maintenance, Security Guards and Office Boy services at BITS Edu Campus, Varnama, Vadodara only from the Service Provider Firms/Companies (hereinafter referred to as "Contractor/Bidder") of repute and having experience in providing services such as housekeeping hereinafter referred to as ("Comprehensive Annual House-keeping & Garden Maintenance Contract").

## 4. INVITATION FOR TENDERS FOR HOUSE KEEPING, GARDEN MAINTENANCE, SECURITY GUARD AND OFFICE BOYS AT BITS Edu Campus, Varnama, Vadodara DESCRIBED IN SCHEDULE - I

1. The specification of the work for which the tenders are invited is as per **Schedule - I**
2. Sealed tender documents duly completed in all respects shall be submitted to :

Campus Director, BITS Edu Campus, Vadodra-Mumbai N.H.#8, Varnama, Vadodara 391240 in sealed envelope and clearly as indicated below:-

"Tender for house-keeping, garden maintenance, security guards and office boy at BITS Edu Campus, Varnama, Vadodara"

Inspection of the premises referred to in Schedule I, will be permitted on all working days during office hours between 10.00 a.m. to 04.00 p.m. with prior permission. Please intimate us in advance to arrange for inspection.

3. The tender documents must accompany Tender Fees non refundable of **Rs.10,000/- (Rupees ten thousand only)** in the form of Demand Draft or Bankers Cheque of any scheduled bank in favor of Babaria Institute of Technology, Varnama, Vadodara (payable at Vadodara). The tenders may be delivered either in person or by post so as to reach BITS Edu Campus on or before Date : 01.06.2019 Time : 04:30 p.m. BITS Edu Campus will not be responsible for any postal delay/loss/non-receipt thereof. No consideration will be given to a Tender received after the date specified above and such tenders are to be

rejected.

- i The tender documents are non transferable.
  - ii Incomplete tenders and those which do not conform to the requirements of the invitation for the tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each member thereof and in the absence of any partner, shall be signed by the power of Attorney holder. Tender by a company shall be executed by person/s duly authorized under the resolution of the Board of Directors of the Company.
4. Opening of Tenders: The tenders will be opened at 10:30 a.m. on 03.06.2019.
  5. The Selected Contractor will have to submit Rs.2,50,000/- (Rupees Two Lac Fifty Thousand only) as a guarantee money Deposit for the contract. It will be refunded after the completion of contract.
  6. The duration of the contract for the above services would be for a period of 12 months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions upon renewal of Contract by the Contractor on or before expiry of the Contract.
  7. The Courts in Vadodara city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
  8. BITS Edu Campus discourages the stipulations of any condition by the tenderers. The conditional tender will be liable to be rejected.
  9. BITS Edu Campus does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reasons.
  12. Validity of Tender : The tender shall be valid for a period of 90 days from the last date of submission of the tender.
  13. Final award of contract for the above services will be subject to the approval of the Competent Authority in BITS Edu Campus.
  14. The specifications, duration of the work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed.

Yours faithfully,

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Accepted above terms & conditions by  
Duly Authorized Signatory

- The bidders desirous of taking up the project for supply of above Services for BITS Edu Campus are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at BITS Edu Campus's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide BITS Edu Campus Housekeeping and Garden Maintenance services adhering to BITS Edu Campus' requirement outlined in this RFP.

This RFP is not an offer by BITS Edu Campus, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of BITS Edu Campus with a selected Bidder.

## 5. **RFP Terminology**

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- Bidder/Service Provider/Contractor–An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- Supplier/Contractor/Vendor–Selected Bidder under this RFP.
- BITS Edu Campus - Reference to the “the “BITS” shall be determined in context and may mean without limitation “BITS Edu Campus”.
- Proposal / Bid – the proposal submitted by the Bidder duly filled in response to this RFP.
- RFP – the request for proposal (this document) in its entirety, inclusive of any addendum that may be issued by the Bank.
- ITB – mean instructions to the Bidder.
- Annual Maintenance Contract (AMC) - It would be the annual cost of Maintenance for providing Services indicated above.

## 6. **Eligibility Criteria**

Bid is open to all Bidders who fulfill the eligibility criteria. The bidder has to submit the details of eligibility criteria as per **Annexure – B**.

## **7. Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of BITS Edu Campus (BITS), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by BITS Edu Campus to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. BITS Edu Campus makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. BITS Edu Campus may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of BITS Edu Campus with the selected Bidder.

BITS Edu Campus reserves the right to accept or reject any Bid/offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BITS Edu Campus's action. BITS Edu Campus reserves the right to reject any Bid on security and/or other considerations without assigning any reason.

BITS Edu Campus reserves the right to cancel the entire Bidding/procurement process at any stage without signing any reason whatsoever.

## **8. Tender Fees Non Refundable**

Bidder to submit the Tender Fees Non Refundable of Rs.10,000/- ( Rs. Ten thousand only) in the form of Demand draft/BC in favor of Babaria Institute of Technology, Varnama, Vadodara, payable at Vadodara.

**Tender Fees (Demand Draft) should be kept in the envelope containing technical Bid.**

Any bid not accompanied with the requisite Tender Fees shall be treated as non-responsive and is liable to be rejected.

**9. Guarantee Money Deposit**

Successful Bidder/Selected Contractor will have to submit Guarantee Money Deposit of Rs. 2,50,000.00 ( Rupees Two Lac Fifty Thousand only/-) in form of a demand draft in favour of Babaria Institute of Technology. This Guarantee Money Deposit will be given prior to the execution of the agreement. The contract will commence after agreement from 01/07/2019. The Guarantee Money Deposit will be refunded after the completion of the contract.

**10. Bidding Document**

**Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid. BITS Edu Campus will not be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**Content of Bidding Document**

The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While BITS Edu Campus has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BITS Edu Campus has disclosed or will disclose in the RFP and corrigendum/addendum, available information relevant to the Scope of Work to the extent, detail and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the RFP or any addendum.

**Clarifications & Amendments**

If deemed necessary the BITS Edu Campus may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.



The Bidder requiring any clarification of the bidding documents should submit written queries on or before Date : **30.05.2019** Time : 04:00 p.m.

At any time prior to the deadline for submission of bids, BITS Edu Campus may modify the bidding document by amendment.

Any clarification issued by BITS Edu Campus will be in the form of an addendum/corrigendum and will be made available. The amendment will be binding on all bidders. BITS Edu Campus at its discretion may extend the deadline for submission of bids which shall be in-formed.

## **11. Bidding Process**

**The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Indicative Commercial Bid along with Demand Draft of Tender Fees, both to be submitted together in one envelope.**

All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

## **12. Preparation and Submission of Bids**

The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

Vendor must provide specific and factual replies to specific questions asked in the RFP.

The bids should be submitted in 2 separate envelopes "Technical Bid" & "Indicative Commercial bid". Technical bid should comprise of the following documents and placed in a sealed envelope super scribed as "Technical bid for Comprehensive Annual Contract for Housekeeping & Garden Maintenance Services at BITS Edu Campus, Varnama, Vadodara."

**The technical bid should consist of the following:**

- i. Tender Fees as specified in this document
- ii. A letter on bidder's letter head mentioning
  - a) Details of Tender Fees submitted, technical competence and experience of the bidder
  - b) Certifying that the period of the validity of the bid is 90 days from the target date of submission of bid
  - c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
  - d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure - B.

- iii. Bidders information as per Annexure - D on bidder's letter head
- iv. Audited balance sheets and profit and loss account statement for last 3 years
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Response to all points of the Technical evaluation format as per Annexure C
- vii. Registration Details and Memorandum of Association and Rules and Regulations/Partnership deed etc.

Bidder should submit indicative commercial bid as per Annexure-F of the bid document and the indicative commercial bid should be a complete document and placed in a sealed envelope super scribed as "INDICATIVE COMMERCIAL BID for Comprehensive Annual Contract for Housekeeping & Garden Maintenance Services at BITS Edu Campus, Varnama, Vadodara".

### **Bid Prices**

The prices should be specified only in "Indicative Commercial Bid" and must not be specified at any other place in the bid document. The Price quoted should inclusive minimum wages (State Govt.), EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year, include profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, tools required, consumables, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.

### **Revealing of Prices**

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid, failure to do so make the bid liable to be rejected.

### **Validity of Bids**

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by BITS Edu Campus in writing. Refusal to grant such consent would result in rejection of bid. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

### **Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that BITS Edu Campus may take. All the submission, including any accompanying documents will become property of BITS Edu Campus.

### **Format and Signing of Bid**

The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

Bid should be typed and submitted on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal. In the event of the target date for the receipt of bids being declared as holiday for BITS Edu Campus, the bids will be received till the target time on the next working day. BITS Edu Campus may at its discretion extend the bid submission date.

### **Bid Currency**

Prices shall be expressed in Indian National Rupees only.

### **Late Submission of bids**

Any bid received by BITS Edu Campus after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility.

### **Modification and Withdrawal of Bids**

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

## **13. Opening and Evaluation of Bids**

### **Opening of Technical Bid**

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details.

## **Evaluation Process**

### **Preliminary examination**

The bids will be examined by BITS Edu Campus to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. BITS Edu Campus may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

### **Technical Evaluation**

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and technical information submitted as per technical bid format (**Annexure C**).

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation/Reverse Auction.

### **Commercial Evaluation**

#### **Bidder should provide indicative price only.**

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure F**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

**NOTE: The Bidders should ensure to follow the minimum wages (State Govt.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price and final price in the reverse auction. The Prices quoted are inclusive of minimum wages (State Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.**

#### **14. Award & Signing of contract**

BITS Edu Campus will notify successful bidder in writing by letter in duplicate that its bid has been accepted. The Selected bidder has to return the duplicate copy to the BITS Edu Campus within **2 working days duly Accepted**, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract with the BITS Edu Campus, within 10 days of the award of the tender or within such extended period as may be decided by the BITS Edu Campus along with the letter of acceptance, Non Disclosure Agreement and other terms and conditions as may be determined by the BITS Edu Campus to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and Non Disclosure Agreement should be submitted.

[Marginal Comment: In case, if the bid price offered by L1 is not reasonable, then the tender issuing Department should review its own data and details relied upon to prepare its estimates, to ascertain whether the estimated price is reasonable or not. If BITS Edu Campus estimates are correct, BITS Edu Campus may strictly as an exception than as a rule, negotiate the price with the lowest (L1) bidder in an attempt to bring down the price to the reasonable level. Justification of such negotiations should be recorded and duly approved by competent authority without any loss of time.]

#### **15. Subcontracting**

**As per scope of the RFP, subcontracting is explicitly prohibited.**

#### **16. Liquidated Damages**

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, within stipulated time schedule, the BITS Edu Campus shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to **10%** of the monthly bill.

#### **17. Statutory and other Regulations**

The Contractor shall comply with all the statutory obligations of the Government of India/State Governments/Municipal Authorities and local authorities applicable and BITS Edu Campus shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

## **18. Arbitration**

In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the TRUST, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties. No Party will be eligible for any type of Judicial procedure or Court case.

## **19. Governing Law:**

The contract shall be interpreted in accordance with the laws of the Government of India.

## **20. Inspection**

BITS Edu Campus shall have the right to inspect duties being performed by the personnel, to ensure that the Contractor is effectively carrying out the obligations under this Maintenance Contract. All questions relating to the performance of the obligations under this Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by BITS Edu Campus, whose decision shall be final, conclusive and binding on the Contractor.

BITS Edu Campus may also require that the Contractor should get the jobs completed/executed by him, certified by an official of BITS Edu Campus, before the bills related to those items/jobs are paid by BITS Edu Campus.

## **21. Powers to Vary or Omit Work**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by BITS Edu Campus. BITS Edu Campus shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though they said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify BITS Edu Campus thereof in writing with reasons for holding such opinion and BITS Edu Campus shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If BITS Edu Campus confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from BITS Edu Campus as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of BITS Edu Campus shall prevail.

## **22.No Waiver of BITS Edu Campus Rights or Successful Bidder's Liability**

Neither any payment sign-off by BITS Edu Campus nor any payment by BITS Edu Campus for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by BITS Edu Campus shall affect or prejudice the rights of BITS Edu Campus against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in BITS Edu Campus to pay for alterations/amendments/variatio ns or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify BITS Edu Campus nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against BITS Edu Campus.

## **23.Deduction from Monthly Costs**

BITS Edu Campus reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of services have been noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard. The Contractor shall reimburse BITS Edu Campus all costs, charges, damages or expenses which BITS Edu Campus may have paid, (which the Contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of BITS Edu Campus failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted/recovered/set off by BITS Edu Campus against the bills raised by the Contractor or from any money due or becoming due to the Contractor under this Maintenance Contract or may be recovered by arbitration/action under law or otherwise from the Contractor or from the Guarantee Money furnished by the Contractor.

## **24.Period of Contract**

Initial period of the contract is 01(one) year. After initial contract period of one year the contract may be renewed at same terms and conditions for a further period of one year on the same term and conditions, at the discretion of BITS Edu Campus.

## **25. Commencement Period**

The work has to be commenced from 01/07/2019. If the Contractor delays by more than 7 days over and above the specified time BITS Edu Campus is at the liberty to terminate the contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

## **26. Manpower, Wages, etc.**

- a. The Contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to workers provided to BITS Edu Campus. BITS Edu Campus shall have no liability in this regard.
- b. The Contractor should possess necessary labour license from statutory authorities for deploying man power.
- c. All personnel provided by the Contractor will be on the payrolls of the Contractor/ Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the BITS Edu Campus.
- d. That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from BITS Edu Campus.
- e. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- f. Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- g. The documents related to submission of EPF, ESIC, salary paid, etc. to the respective statutory bodies has to be submitted along with the next month bill to BITS Edu Campus for scrutiny.

## **27. Safety, Security, Insurance, etc.**

- a. That BITS Edu Campus shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties at BITS Edu Campus's premises. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.
- b. In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.
- c. The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at BITS Edu Campus' premises and externally for materials belonging to BITS Edu Campus at all times. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.



- d. The Contractor shall provide all his employees two pair of uniform and no employee shall be allowed in the BITS Edu Campus without uniform.
- e. The Contractor should issue a valid Company Identity Cards to all their staff personnel who will be providing services under this contract and such personnel shall be allowed to enter in the BITS Edu Campus only with such Identity Card.
- f. The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works.
- g. The Contractor shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
- h. The Contractor shall ensure that necessary tools and equipment are always available at site for the purpose of attending repairs on emergency basis. All the tool kits and meters should be of an ISI marked wherever applicable and the required numbers are to be made available by the Contractor.
- i. All Contractor personnel will be subjected to a thorough physical checking while coming and leaving the premise. Those persons so deputed will sign in the Register for arrival and departure at the site and the registers should be made available to BITS Edu Campus for verification.
- j. The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable date.

## **28. Payment Terms**

- a. Payment of AMC shall be made post monthly basis. Copy of the routine maintenance works with the signature of the Campus Authority/Supervisor has to be submitted along with the Bills.
- b. The monthly bills must be accompanied by the Challan/Receipt of all of the State/Central Government dues with respect to the PF/ESIS/ Professional Tax/Insurance and any other government/local body levy.
- c. There would be no increase in rates payable to the Contractor during the Contract period.
- d. The performance of the contractor shall be monitored by the monitoring committee comprising of the Campus Authority. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.
- e. Payment under all the heads in the commercial bid shall be made on post monthly basis upon submission of completion certificates.

## **29. Payment of Consumables**

- f. BITS Edu Campus will provide the House keeping materials on weekly basis. Every Saturday before 3 : 00 the indent to the stores and will get the materials on Monday morning before 10 : 00. In case of any materials are not available in the scope of housekeeping works, the Contractor should immediately arrange for purchase of the materials from the market after obtaining approval from BITS Edu Campus. The cost of such material purchased by the contractor shall be borne by BITS Edu Campus.

### **30. Termination of the Contract**

BITS Edu Campus reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hours notice. BITS Edu Campus also reserves its right, to claim damages for such breaches and the decision of BITS Edu Campus in this regard shall be final. BITS Edu Campus can terminate the agreement if the services provided by the Contractor are found to be dissatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP. Any delay in performing the obligation/defect in performance by the contractor may result in imposition of liquidated damages, invocation of Guarantee Money Deposit and/or termination of contract.

### **31. Force Majeure**

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavors to minimize any such delay.

### **32. Business Termination**

In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or protection of rights of creditors, then this agreement shall terminate and be of no further force and effect and any property or rights of such other party tangible or intangible shall forthwith be returned to it.

### **33. Governing Language**

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

### **34. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

Campus Director  
BITS Edu Campus,  
Vadodara-Mumbai NH # 8,  
Varnama, Vadodara 391240  
Contact Number : 0265-2303991

The notice shall be effective when delivered or on the notice effective date whichever is later.

**35. Right to accept part tender**

BITS Edu Campus reserves the right to accept the tender either in whole or in part at a pro-rata price (Monthly Cost) quoted by the Tenderer.

**36. Signing of Agreement of Maintenance Contract**

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful tenderer and his offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance.

**37. Contractor's Obligation**

The Contractor is obliged to work closely with BITS Edu Campus's staff, act within its own authority and abide by directives issued by BITS Edu Campus from time to time. The Contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel. The Contractor will treat as confidential all data and information about BITS Edu Campus, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BITS Edu Campus as explained under "Non Disclosure Agreement" in Annexure E of this document.

**38. TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

**AS PER SCHEDULE - I:**

## **Schedule- I**

### **SCOPE OF WORK AND TERMS AND CONDITIONS FOR HOUSE KEEPING & GARDEN MAINTENANCE :**

1. Cleaning of all the buildings of the BITS Edu Campus right from the Entry Gate (North Gate), Boys Hostel Gate(East Gate), Girls Hostel Gate(South Gate) and the Exit Gate(West Gate) and the roads connecting to them and leading towards Main Building and Pharmacy Buildings, Stores, Dog House, Security Cabins and Matrushi Davalben D. Patel Girls' Hostel and Matrushi Davalba Ayurved Hospital attached Krishna Ayurved Medical College.
2. Cleaning of Inner and exterior walls of all of the Buildings and their floor area, including all the Cabins, Chambers, Offices, Admin Block, Class Rooms, Libraries, Laboratories, Work Shops, Auditoriums, Conference Hall, Dom etc.
3. Cleaning of all of wash rooms Toilet Block and bath rooms, water drinking places and wash basins with material such as acid, detergent, pesticides etc and keeping soaps, odonil in the toilets as per requirement. These toilet blocks and wash rooms are to be washed and clean four times a day.
4. The cleaning job require dusting, collecting wastage & garbage and dispose of it at a fixed place in the campus or outside the campus daily.  
Cleaning of doors, floors, windows, ceiling fans, tube lights/bulbs, switch boards and roofs twice in the month.
5. The cleaning workers shall be responsible for cleaning and clearing the choked manholes, sanitary lines and septic tanks and maintain it functional all the times.
6. The House keeping personnel shall wash the reception floors, lobby stair case and other public utility areas twice in a week.
7. Cleaning of the furniture of office and classrooms every day before 9.00 a.m.
8. Cleaning of Roads and porches every day in the morning.
9. Cleaning the dirtiness spreader by birds and animals on regular basis and cleaning of roofs, chajjas and passages at least twice months.
10. Removing and disposing outside the bodies of animals and birds etc died in the campus as and when it is noticed.
11. Cleaning of water storage tanks with chemicals once in a month.
12. The work includes House Keeping and general overall cleaning of the premises including shifting of chairs, tables, and other furniture occasionally in the course of cleaning and replacing them properly and any other job assigned to the contract team as and when required.
13. The Housekeeping personnel shall clean the wastage and garbage accumulated between main road and institute wall at least once in week and maintains it in good conditions.
14. The Housekeeping personnel should ensure that the collected garbage should be disposed of on daily basis. The garbage vehicle will be provided by the campus and the Contractor will have to maintain it. Accumulation of waste by housekeeping staff shall lead to penalty.
15. Computers and keyboards cleaning.
16. Other miscellaneous services

- 17.The Supervisor has to maintain to register in which he shall mention the details of the work carried out every day and take signature of the concerned section head for work performance. The Institutes may penalize by enforcing suitable penalty which shall be deducted from the payable amount, in case the workers are not performing satisfactory.
- 18.In case of absence of the Supervisor or the sweeper / worker, the contractor has to provide replacement in two hours.
- 19.The Contractor will be provided toilet soap, toilet paper in Hostel and Admin Block guest house, hand towels, cleaning material like brooms, dusters, phenyl, and cleanser and also finite/Baygon spray and deodorants.
- 20.The Contractor will engage requisite number of professionally qualified, experienced staff required for the purpose. The services shall be provided 7: 30 to 5: 30 and beyond working hours also when necessary. The minimum staff to be employed by the Contractor is 40 for housekeeping.

**-One Supervisor Available round the clock (With mobile phone)**

- 21.The Contractor must possess registration under Contract Labour Act from the appropriate authority. The Contractor shall furnish to the BITS Edu Campus a list of the employees with their names, addresses and contact numbers. Full responsibility for the wages, service conditions, claims, damages and compensation to such employees will rest with the Contractor.
- 22.The Contractor will be responsible for acts and omission of the persons employed by him/her and will also make good losses that bank may sustain due to their negligence.
- 23.The agreement can be terminated by BITS Edu Campus by giving one month clear notice in writing or by paying **Rs.50,000/-** as compensation in lieu of the notice period. If Contractor wants to terminate they have to give minimum **3 month's** notice to BITS Edu Campus or by paying Rs. **1,00,000/-** as compensation in lieu of notice period. Notwithstanding what has been stated herein before, BITS Edu Campus in its discretion feels that in any of the conditions/clauses in the agreement has/have been breached/violated by the contractor, BITS Edu Campus shall have the absolute right to terminate the agreement forthwith without giving any notice to the contractor and without paying any amount to them in lieu for notice period and also without paying the pending bills as stipulated earlier.
- 24.If it is observed by BITS Edu Campus that the maintenance is not done as per BITS Edu Campus requirement, BITS Edu Campus reserves the right to carry out the work and cost shall be recovered from the maintenance charges payable to the Contractor.
- 25.The Personnel employed by the Contractor shall demonstrate the example of Honesty and integrity towards the Campus. There must not be any type of incident of offend able negligence on the part of the employees. The incident of theft will not be tolerated. If any employee found with any such thing which is not belong to him the contractor will have to remove him from the duty immediately. The willful negligence and improper behavior or any damage to the property of the Campus will lead to the termination of the employee and heavy penalty to the contractor.

26. The personnel deployed by the Contractor for the work at Boys Hostel and Girls Hostel shall take care of the belongings of the students.
27. The Contractor's Employee will be checked daily while entering the Campus as well as while going out of the Campus. The Contractor will keep a note of every personnel employed by him and their belonging while entering into the Campus and will check the same while going out of the Campus.
28. The willful negligence, damage to the campus property, misuse of water and theft will be not tolerated and the person so accused will have to move away from the Campus.
29. Any damage caused to the existing facilities while carrying out the work shall be made good by the contractor at his own risk and cost to the entire satisfaction of BITS Edu Campus.
30. The Contractor shall deposit a guarantee money deposit of Rs. 500000/- (Rupees Five Lac only) as a security deposit for observance of the contract during the prevalence of the contract. If any loss occurs to BITS Edu Campus by the negligence of the Contractor or his employee it will be recovered by BITS Edu Campus from the security deposit. If the loss is more than the security deposit it will be recovered from the contractual payment. Otherwise also he will be liable to make good to BITS Edu Campus for loss of any kind which may occur to BITS Edu Campus during the tenure of the maintenance contract and the Campus Director's decision in this matter will be final. Such Security Deposit will be refunded only after the completion of contract and settlement of all the dues and liabilities.

### **Scope of Work : Garden Maintenance :**

1. Day to day watering for all plants, gardens, lawns.
2. Weeding out of grass and other unwanted bushes at regular intervals in the Campus.
3. Mowing of lawns once in 15 days.
4. Pest control to be done once in 3 weeks.
5. Day to day cleaning such as removal of debris, stones, foliage leaves, broken branches etc.
6. Pruning to be done as and when required as per design suggested by the authority.
7. Well decomposed farm yard manure application for all vegetation bimonthly.
8. Replacement of dead/damaged plants, attending the patch works in the lawns.
9. Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
10. Safety of all permanent irrigation system and its accessories shall be the Contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the Contractor.

11. The Contractor shall employ the following technical/skilled staff during the entire Garden Maintenance Contract period. Their attendance is compulsorily on full time basis.

No.of skilled gardener (Garden Supervisor) : 01

No. of unskilled garden maintenance workers : 15

12. Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.

13. In case necessity, shift duty shall be imposed anytime during the contract period for which no extra payment will be made.

14. Proper manpower supervision, keeping log-notes, apprising the officer-in-charge about maintenance activities on a regular basis are to be strictly followed.

15. The Contractor shall compulsory issue the Identity cards to staff at their own cost.

16. The Institutes will supply necessary materials for the maintenance of the gardens for which the contractor will have to give indent in advance.

#### **Location of Work :**

All of the Gardens within the periphery of the BITS Edu Campus including the Girls' Hostel Campus, Matrushi Davalva Ayurved Hospital and Krishna Ayurved Medical College and Alod the Gardens of the D.B.Sanghani Boys Hostel managed by Rudraksh Academy Pvt.Ltd.

These include the presently developed gardens inside the buildings and also the gardens to be developed in future. It also includes the cleaning of the area outside the BITS Edu Campus Compound walls to maintain cleanliness.

#### **SCOPE OF WORK FOR SECURITY GAURDS :**

1. Each of the Security Guard will come in time at his post and relieve the guard on duty.
2. Each of the Security Guard will take care of the posting of the other guard on the nearby posts surrounding to his post. If nobody is there he will report to the Head Guard.
3. Night Shift Security Guard will report any un towards incident to the Head Guard and in his absence to the Security Officer as and when he come to know. He will also report any lapses with regards to the safety and security of the campus.
4. Each of the Security Guard will take care of the movable as well as immovable property of the BITS Edu Campus Buildings and materials, instruments, equipments etc.
5. The Security Guard posted at the parking area will see that the students, staff and guest park their vehicle in proper manner to avoid any difficulty to others.

6. The Security Guard will take care of the left out properties like purse, wallet, Laptop, Tiffin Box etc. of the students as well as the staff and hand them over or deposit at the main gate.
7. The Security Guard will take care of the Students of the girl's Hostel and Boys Hostel and will also take care of their property.
8. The Security Guard will stop any unauthorized person in the campus and for that he is at liberty to ask for the identity card of the stranger.
9. The Security Guard will report to the Head Guard of the Security Supervisor about any breach of the rules and regulation by the students.
10. The Security Guard will check the buses, drivers and students while coming to and going from the Campus. The Security Guard will see the parking of the buses. He will also report about the late bus and overload bus to the campus authority.
11. The Security Guard will report any illegal activities to the campus authority.
12. The Security Guard will stop the vehicle of the guest at the parking only and will not allow any vehicle up to admin accept the prior permission from the Campus Authority.
13. The Security Guard will check the inward and outward materials at the main gate.
14. The Security Guard will have to inform to the Security Officer about his leave on duty prior to proceed on leave.
15. The Security Guard's behavior should be polite and decent with the students, staff and guest.
16. The Security Guard will perform any other duties stipulated by any of the Campus Authority.
17. All of the Security Guards will be under the supervision of the security officers of the Campus while they are on duty of the campus.

**SCOPE OF WORK FOR OFFICE BOY :**

1. The Office Boy will open the chambers, office, cabins, Workshops, Laboratories, Libraries, classrooms etc. in the morning.
2. The Office Boy will clean the Furniture, Computer Table, Computers, Chairs, Tables, door, windows, Benches, instruments of lab etc.
3. The Office Boy will on/off the lights, fans and air conditioners when necessary.
4. The Office Boy will close the chambers, office, cabins, Workshops, Laboratories, Libraries, classrooms etc. in the evening after taking a note of lights, fans, air conditioners etc.
5. The Office Boy will take /give the files from one branch to another.



6. The Office Boys will have to unload the materials coming from outside.
7. The Office Boys will have to transfer the materials from one place to another within the campus.
8. The Office Boys will have to load the materials going out of the campus.
9. The Office Boys will have to work during the time of admission, exams, viva, Ganesh Utsav, Ahvaan, Youth Festival etc.
18. The Office Boys will follow the instructions of the campus officials and perform any other duties stipulated by any of the Campus Authority.

Signature & seal of the bidder/s

**The bidder may visit the site to have a clear understanding of the requirement in regards to consumable items, tools, machineries, housekeeping equipment, etc.**

**NOTE: All the above mentioned scope of works are indicative and not exhaustive. BITS Edu Campus reserves the right to add/delete any work under the scope of work. In case the contractor fails to perform any of the works in the tender documents to the satisfaction of BITS Edu Campus and/or express inability to execute any work, BITS Edu Campus will have the option to get the work done from a third party and the cost shall be recovered from the monthly bills of the contractor. In case of any negligence or intentional damage is observed on the part of contractor's staffs, the cost of such repair/replacement shall be recovered from the monthly bill of the contractor.**

## **Annexure - A**

### **Bid Covering Letter: To be submitted by the bidder along with Bid documents**

To,  
Campus Director  
BITS Edu Campus,  
Vadodara-Mumbai NH # 8,  
Varnama, Vadodara 391240  
Contact Number : 0265-2303991.  
Email : [info@bitseducampus.org](mailto:info@bitseducampus.org)

Sir,

Our Bid for Comprehensive Annual Contract for Housekeeping, Garden Maintenance, Security Guard and Office Boy Services at BITS Edu Campus, Varnama, Vadodara

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. BITS Edu Campus may follow close or open bidding process as per requirement of BITS Edu Campus.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due Performance of the contract
5. Contractor means the bidder who is decided and declared so after examination of commercial bids.

Yours faithfully,

For:

Signature:

Name:

Seal of Company

**ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

<b>S r.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
1.	The bidder must be a Firm/Proprietary/ Company registered under Companies Act. With an experience of minimum <b>05</b> years in the field of Housekeeping & facility management.	In case of Proprietary, copy of the Service Tax Registration certificate. In case of firms, Copy of the firm registration Certificate. In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office. Previous work completion certificates.
2.	Handled minimum <b>1(one)</b> individual completed annual contract in Residential Complex for Housekeeping, Guest House Maintenance Management in Vadodara / having value of not less than <b>Rs. 25 Lacs (Rs. Twenty Five lacs only)</b> , excluding Taxes.	Copy of the work completion certificates issued by the principal Employers specifying the below criteria's for the works carried out during the period from <b>01-04-2016 to 31-03-2019</b> . 1. Scope of work, 2. Contract value, 3. Area of the building, 4. No. of staff deployed by the contractor for the contract 5. Period of the contract for completed
3.	The bidder should have a minimum average annual turnover <b>of Rs. 25 lacs</b> for the previous three years <b>(as on 31-03-2019)</b> . Audited / Certified Balance Sheet (by Chartered Accountant) for the years <b>2016-2017, 2017-2018</b> and provisional / audited Balance sheet for <b>2018-2019</b> , establishing the turnover criteria should be submitted.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.
4.	Bidder should have a office in India/Gujarat.	Address proof of the firm is to be submitted

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## ANNEXURE – C

### TECHNICAL BID

Evaluation Information (TO BE PROVIDED BY THE APPLICANT CONTRACTOR)

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned.

### TECHNICAL BID EVALUATION: Part – I

Sr	Particulars	Documents attached [Yes/No]. If Yes, state the nature of document(s).
1	Name of the Company	
2	Name of the Proprietor	
3	Address	
4	Registration Details	
5	Telephone No./Mobile No. Email address	
6	Banker's Details (enclose copy)	
7	No. of years in area (experience)	
8	List of Clients/Customers (Enclose copy)	
9	No. of Housekeeping Personnel & Sweeper (Enclose copy)	
10	No. of Garden Personnel (Enclose copy)	
11	No. of Security Personnel (Enclose copy)	
12	No. of Office Boy Personnel (Enclose copy)	
13	Latest LOI/Work Order from 3 Clients. (Enclose copy)	
14	Total No. of Firm and their Address, Contact Person, Telephone Number etc.	
15	Copies of Financial Turnover Audited Statement of last 3 years signed and stamped by Chartered Accountant	
16	Performance Certificates (Enclose Copy)	
17	PAN No. (Enclose Copy)	
18	Service Tax No. (Enclose Copy)	
19	Provident Fund No. (Enclose Copy)	
20	ESIC No. (Enclose Copy)	
21.	Contractor/Labour License No. (Enclose Copy)	
22	No Court Case Declaration	
23	D.D.No., Bank, Date and Amount of Tender Fees.	
24	Credential Documents : (If any, enclose copies)	

Signature of Authorized Representative

Date:

Place: \_

Name of Authorized Representative

[DULY AUTHORIZED SIGNATORY]

### **TECHNICAL BID EVALUATION (SITE VISIT) : Part – II**

Sr.	Particulars	Maximum
1	<b>Site visit by a panel from the BITS to one or more sites out of the sites whose reference is given by the bidder.</b>	
	<p>During site visit, the members will evaluate the work being performed by the contractor at the site and its suitability for the BITS Edu Campus, which will be based on, but not limited to, the following criteria:</p> <ul style="list-style-type: none"> <li>• Level of general cleanliness</li> <li>• Quality of cleaning of toilets</li> <li>• Turnout of the workers</li> <li>• Use of technology in complaint redressal</li> <li>• Mechanization of operations</li> <li>• Client's/User's opinion during interaction with the Committee</li> <li>• <b>Scope of the Contract:</b> 1. Housekeeping 2. Garden Maintenance 3. Security Guards 4. Office Boys</li> </ul>	
2	<b>Feedback received from the clients served by the applicants on the basis of, Cleanliness, Speed of complaints redressal, Use of eco friendly material, mechanization of operation, Frequency of training provided to workers, etc. BITS Edu Campus will seek feedback from three clients out of the client references given by the bidder.</b>	

Note: BITS Edu Campus will use criteria and information in addition to what has been asked above for Evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

Signature of Authorized Representative    Date:  
Name of Authorized Representative

Place: \_  
[DULY AUTHORIZED SIGNATORY]

## **Annexure -D**

### **BIDDER DETAILS:**

#### Details of the Bidder

1. Name
2. Date of Incorporation/Partnership/Proprietorship and commencement of business
3. Certificate of incorporation
4. Brief description of the Bidder including details of its main line of business firms
5. Company website URL, if any
6. Particulars of the Authorized Signatory of the Bidder
  - a. Name
  - b. Designation
  - c. Address
  - d. Phone Number (Landline)
  - e. Mobile Number
  - f. Fax Number
  - g. Email Address
7. Year of establishment
8. Registration No.
9. ESI Registration No
10. P.F.Registration No
11. Income Tax – PAN No. / TAN No.
12. Detail of Housekeeping services executed during the last five years: Name  
Address & Telephone No.                      Period (from ... to)
13. Details of employees engaged by:

Sr. No.	Name	Designation	Qualification	No. of years employed
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Signature  
Seal of Company

## Annexure - E

### NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at *Varnama-Vadodara* between:

- constituted under Act, \_ having its  
the \_

Corporate Centre at \_

(hereinafter referred to as "INSTITUTES" which expression includes its successors and assigns) of the ONE PART;

And

- (hereinafter referred to as " " which  
expression shall unless repugnant to the subject or context thereof, shall mean and  
include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_ is carrying on business of  
providing  
\_, has agreed to

BITS Edu Campus and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials :**

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

**2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - (1) The statutory auditors of the Customer and
  - (2) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof



- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **4. Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, decision of the BITS Edu Campus will be final.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

## **5. Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_                      day of \_                      2019 at \_  
(month)  
(place)

For and on behalf of

Name		
Designation		
Place		
Signature		

## Annexure - F

### **COMMERCIAL INDICATIVE PRICE BID**

To,  
BITS Edu Campus,  
Vadodara-Mumbai NH # 8,  
Varnama, Vadodara 391240  
Contact Number : 0265-2303991 Fax : 0265-2659999  
Email : [info@bitseducampus.org](mailto:info@bitseducampus.org)

Sir,

### **COMMERCIAL INDICATIVE PRICE BID :** **TENDER FOR COMPREHENSIVE ANNUAL HOUSEKEEPING CONTRACT FOR BITS Edu** **Campus, Varnama, Vadodara**

With reference to you Notice Inviting Tender for Comprehensive Annual Housekeeping Contract for BITS Edu Campus, Varnama, Vadodara, we give below our indicative commercial prices:

Sr. No	Particulars	** Total Price (Rs.) (Please Enclose working note)
1	Total yearly cost for Housekeeping maintenance services for BITS Edu Campus, Varnama, Vadodara ( 40 Employees + 1 Supervisor)	
2	Total yearly cost for Garden maintenance services for BITS Edu Campus, Varnama, Vadodara (15 Employees + 1 Supervisor)	
3	Total yearly cost for Security services for BITS Edu Campus, Varnama, Vadodara (15 Employees + 1 Supervisor)	
4	Total yearly cost for Office Boy services for BITS Edu Campus, Varnama, Vadodara (35 Employees + 1 Supervisor)	
	<b>Total</b>	

**\*\* NOTE: The Bidders should ensure to follow the minimum wages (Central Govt/State.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price. The Prices quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, GST, VAT/Sales Tax, Octroi, LBT, etc. TDS shall be deducted as per prevailing rate from monthly bills. Service Charges**

Signature \_

Designation \_

Name \_