

Government of Karnataka



State Institute of Urban Development (SIUD)

Lalithamahhal Road, Mysore – 570 011.

Tel: +91-821-2520116, 2443863, 2520083, 2443831

Fax: +91-821-252389

email: dgatimysore@gmail.com, directorsiud@yahoo.co.in **Web:** www.siudmysore.gov.in

Tender Document for

Providing housekeeping Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute of Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016

(Through e-procurement Portal Only)

<https://www.eproc.karnataka.gov.in>

State Institute of Urban Development (SIUD)

Lalithamahahal Road, Mysore – 570 011.

Tel: +91-821-2520116, , 2520 163

Fax: +91-821-2520164

Email: dgatimysore@gmail.com, directorsiud@yahoo.co.in **Web:** www.siudmysore.gov.in

Tender Notification INVITATION

FOR TENDER (IFT) (ONLY

THROUGH e- PROCUREMENT)

SCHEDULE OF EVENTS

Sl. No.	Events	Date, Day & Timings Venue
1	Tender Reference (IFT No)	Providing housekeeping Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute of Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016 No.SIUD/HOST/CR: 29/2015-16 Date: 17/10/2015
2	Date of Publication of Tender	31/10/2015
3	Last date and Time for receipt of Tenders	30/11/2015 05-00 PM
4	Time and date of opening the Technical Tender Bids	02/12/2015 03-00 PM
5	Pre- Bid Meeting	07/11/2015 at 04-00 PM at SIUD
6	Time and date of opening the Financial Bids	As per e-portal
7	Address for Communication	The Director General State Institute of Urban Development Lalithamahahal Road, Mysore-570 011

Government of Karnataka

State Institute for Urban Development (SIUD)

ATI Campus, Lalithamahhal Road, Mysore – 570 011.

Tel: +91-821-2520116, 2520163, **Fax:** +91-821-2520164

Email: directorsiud@yahoo.co.in **Web:** www.siudmysore.gov.in

=====

No. .SIUD/HOST /CR: 29 /2015-16

Sub: - Providing housekeeping Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute of Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016

Tenders are invited through e procurement portal for **Providing housekeeping Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute of Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016**

The tender document may be downloaded from **www.eproc.karnataka.gov.in** website only.

For additional information, you may contact Director – 0821-2520116

**Director General
SIUD, Mysuru**

TENDER

FOR

Providing housekeeping Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute for Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016

SECTION I. INVITATION FOR TENDERS (IFT)

No.SIUD/HOST /CR: 29 /2015-16

Date: 17/10/2015

1. The **Director General, State Institute of Urban Development (SIUD), Lalithamahal Road, Mysore**

Invites tenders from eligible tenderers for providing services listed below:

Housekeeping services to the hostel namely NETHRAVATI, S I U D Office buildings and maintenance of the garden surrounding the buildings.

1. The tenderers may submit tenders for **Providing housekeeping and gardening Services through Outsourcing for the State Institute for Urban Development (SIUD) Mysore for a period of ONE Year**
 - 1a. Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the **Financial Bid Tender** which will be opened only if the **Technical Bid Tenderer** is found to be qualified to provide the services. Tenderer must be applied both the services of House Keeping and gardening services.
 - 1b. **Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.**
2. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>

The tenderers have to deposit the Earnest money deposit to the account of e-governance / e-portal for **Providing housekeeping and gardening Services and maintenance of gardens surrounding the buildings through outsourcing for State Institute of Urban Development (SIUD) Mysore, for a period of ONE Year from 01.12.2015 to 30.11.2016.**

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45 days beyond** the validity of the tender.

3. Tenders must be submitted to the **Director General, State Institute of Urban Development ,Lalithamahal Road, Mysore, through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>**

4. **The Technical Bid Tender will be opened on 02-12-2015 at 3.00 PM** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue.
5. Other details can be seen in the tender documents.
6. The procurer will hold a pre-bid meeting of prospective bidders for any clarifications sought by the bidders prior to the deadline for the submission of tenders. The pre bid meeting will be held on **07/11/2015** at 4.00 **PM** at the S I U D, Mysore-570011.
7. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.30 am to 05:30 pm).
8. List of documents to support qualification of bidder is to be uploaded to the e procurement website **www.eproc.karnataka.gov.in**.
9. TMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)
TABLE OF CLAUSES

Clause Number	Topic Number
A. Introduction	
1.	Eligible Tenderer
2.	Cost of Tendering
B. Tender Documents	
3.	Contents of Tender Documents
4.	Clarification of Tender Documents
5.	Amendment of Tender Documents
C. Preparation of Tenders	
6.	Language of Tender
7.	Documents Comprising the Tender
8.	Tender Form
9.	Tender Prices
10.	Tender Currency
11.	Documents Establishing Tenderer's Eligibility and Qualifications
12.	Documents Establishing Goods Eligibility and Conformity to Tender Documents
13.	Earnest Money Deposit
14.	Period of Validity of Tenders
15.	Format and Signing of Tender
D. Submission of Tenders	
16.	Sealing and Marking of Tenders
17.	Deadline for submission of Tenders
18.	Late Tenders
19.	Modification and Withdrawal of Tenders
E. Tender Opening and Evaluation of Tenders	
20.	Opening of Tenders by the Procurer
21.	Clarification of Tenders
22.	Preliminary Examination
23.	Evaluation and Comparison of Tenders
24.	Contacting the Procurer
F. Award of Contract	
25.	Post-qualification
26.	Award Criteria
27.	Procurer's Right to Vary Quantities at Time of Award
28.	Procurer's Right to Accept any Tender and to Reject any or all Tenders
29.	Notification of Award
30.	Signing of Contract
31.	Performance Security
32.	Corrupt and Fraudulent Practices

SECTION II: INSTRUCTION TO TENDERERS (ITT)

A. Introduction

1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procurer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be procured under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **The Director General**, hereinafter referred to as "the Procurer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

- 3.1 The Services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - (a) Instruction to Tenderers (ITT);
 - (b) General Conditions of Contract (GCC);
 - (c) Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements (SR);
 - (e) Contract Form;
 - (f) Performance Security Form;
 - (g) Performance Statement Form;

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

4. Clarification of Tender Documents

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Procurer in writing or by telex or cable or fax at the Procurer's mailing address indicated in the Invitation for Tenders. The Procurer will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Procurer. The procurer response will be communicated through e-procurement flat form.

4.2 The procurer may hold a pre-bid meeting of prospective bidders in case if any clarification so sought by the bidders prior to the deadline for the submission of tenders.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Procurer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment and the amendments will be published through the e-portal

5.2. Amendment will be through e-procurement flat form.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procurer, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Procurer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the goods and services and prices.

8. Tender Prices

8.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the Services it proposes to provide under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) the price of the services, quoted, including all duties and sales and other taxes already paid or payable

- ii) indicate the prices for housekeeping and gardening services separately
- iii) labour, ESI, PF, such taxes and charges be mentioned
- iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract

The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Procurer and will not in any way limit the Procurer's right to contract on any of the terms offered.

8.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

9. Tender Currency

Prices shall be quoted in Indian Rupees (₹)

10. Documents Establishing Tenderer's Eligibility and Qualifications

10.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

10.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Procurer's satisfaction:

(a) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

(ii) Details of experience and past performance of the tenderer on services offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in **Section XII**)

11. Documents Establishing Services Eligibility and Conformity to Tender Documents

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to supply under the contract.

- 11.2** The documentary evidence of conformity of the services to the tender documents may be in the form of literature, drawings and data, and shall consist of :
- (a)** a detailed description of the essential technical and performance characteristics of services ;
 - (b)** a list giving full particulars, including available sources and current prices, necessary for the proper and continuing functioning of the services for period of one year, following commencement of the use of the services by the procurer ; and
 - (c)** an item-by-item commentary on the procurer's Technical Specifications demonstrating substantial responsiveness of the services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
 - (d)** a confirmation that, if the tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the tenderer; and the tenderer is willing to accept responsibility for its successful operations; and
 - (e)** a confirmation that the tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Procurer may take.

12. Earnest Money Deposit

- 12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.
- 12.2 The earnest money deposit is required to protect the Procurer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 12.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a)** At the tenderer's option, be in the form of either a certified check, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or specified small savings instruments;
- 12.3.1 Be substantially in accordance with one of the form of earnest money deposit included in Section IX or other form approved by the Procurer prior to tender submission;
- 12.3.2 Be payable promptly upon written demand by the Procurer in case any of the conditions listed in ITT Clause 13.7 are invoked;
- 12.3.3 Be submitted in its original form; copies will not be accepted; and
- 12.3.4 Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

- 12.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Procurer as non-responsive, pursuant to ITT Clause 22.
- 12.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Procurer, pursuant to ITT Clause 14.
- 12.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 12.7 The tender security may be forfeited:
- 12.7.1 if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
- 12.7.2 in case of a successful Tenderer, if the Tenderer fails:
- 12.7.2.1 to sign the Contract in accordance with ITT Clause 30; or
- 12.7.2.2 to furnish performance security in accordance with ITT Clause 31.

13. Period of Validity of Tenders

- 13.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Procurer, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Procurer as non-responsive.
- 13.2 In exceptional circumstances, the Procurer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

14. Format and Signing of Tender

- 14.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and a copy of the **Technical Bid and Financial Bid** of the tender shall be typed or written in indelible ink and shall be signed (Digital) by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

14.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

9.2.1 Submission of Tenders

15. Sealing and Marking of Tenders

As per e – Procurement, upload (A). Technical Bid details and (B). Financial Bid details

16. Deadline for Submission of Tenders

16.1 As mentioned in the e-Procurement Portal

16.2 The Procurer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Procurer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders

17.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Procurer prior to the deadline prescribed for submission of tenders.

17.2 As per e-Procurement

17.3 No tender may be modified subsequent to the deadline for submission of tenders.

17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

17.4.1 Tender Opening and Evaluation of Tenders

18. A. **Opening of Technical Bid Cover of Tenders by the Procurer**

18.1 (a) The tender will be open for the bidders on the appointed date & time on e-Procurement Portal.

18.2 The Procurer will open all tenders, in the presence of Tenderers' representatives who choose to attend, at 3.00 PM on 02-12-2015 and in the following location:

Office of the Director, State Institute of Urban Development Lalithamahal
Road, Mysore-570011

The Tenderers' representatives who are present shall sign a register evidencing their attendance. The tender shall be opened on the e-platform even when no tenderers representative are present at the appointed date and time. In the event of the specified date of Tender opening being declared a holiday for the Procurer, the tenders shall be opened at the appointed time and location on the next working day.

(i) The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Procurer may consider appropriate, will be announced through e-Procurement flat form

19. **Clarification of Tenders**

19.1 During evaluation of tenders, the Procurer may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

20. **Preliminary Examination**

20.1 The Procurer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tender from agents, without proper authorization from the owner as per Section XIII, shall be treated as non-responsive.

20.2 Where the Tenderer has to quote for all schedules and the security shall be for whole of the tender price. The Tender will be considered as a whole though schedules are furnished.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

- 20.4 The Procurer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 20.6 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Procurer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6).Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a deviation. The Procurer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 20.7 If a tender is not substantially responsive, it will be rejected by the Procurer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

21. Evaluation and Comparison of Tenders

- 21.1** The Procurer will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Procurer in deciding award(s) for each schedule.
- 21.2** The Procurer's evaluation of a tender will exclude and not take into account: any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

22. Contacting the Procurer

- 22.1 Subject to ITT Clause 21, no Tenderer shall contact the Procurer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Procurer, it should do so in writing.
- 22.2 Any effort by a Tenderer to influence the Procurer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

18.2.1 Award of Contract

23. Post qualification

- 23.1 In the absence of prequalification, the Procurer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.
- 23.2 The determination will take into account the Tenderer's financial, technical and Service providing capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Procurer deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procurer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

24. Award Criteria

Subject to ITT Clause 28, the Procurer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

25. Procurer's right to vary Quantities at Time of Award

The Procurer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

26. Procurer's Right to Accept Any Tender and to Reject Any or All Tenders

The Procurer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

27. Notification of Award

- 27.1 Prior to the expiration of the period of tender validity, the Procurer will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Procurer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 27.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Procurer. The Procurer will promptly respond in writing to the unsuccessful Tenderer.

28. Signing of Contract

- 28.1 At the same time as the Procurer notifies the successful tenderer that its tender has been accepted, the Procurer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29. Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Procurer

30. Performance Security

- 30.1 Within 21 days of the receipt of notification of award from the Procurer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Procurer.
- 30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Procurer may make the award to the next lowest evaluated Tenderer or call for new tenders.

31. Corrupt or Fraudulent Practices

- 31.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to 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

Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.1 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**TABLE OF CLAUSES**

Clause Number	Topic Number
A. Introduction	
1.	Definitions
2.	Application
3.	Standards
4.	Use of Contract Documents and Information; Inspection and Audit by Government
5.	Patent Rights
6.	Performance Security
7.	Inspection and Tests
8.	Packing
9.	Delivery and Documents
10.	Insurance
11.	Transportation
12.	Incidental Services
13.	Spare Parts
14.	Warranty
15.	Payment
16.	Prices
17.	Change Orders
18.	Contract Amendments
19.	Assignment
20.	Subcontracts
21.	Delays in Supplier's Performance
22.	Liquidated Damages
23.	Termination for Default
24.	Force Majeure
25.	Termination for Insolvency
26.	Termination for Convenience
27.	Settlement of Disputes
28.	Limitation of Liability
29.	Governing Language
30.	Applicable Law
31.	Notices
32.	Taxes and Duties

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

2.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means the agreement entered into between the Procurer and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contractor"** the successful tenderer with whom the contract is entered into.
- (c) **"The Contract Price"** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (d) **"Services"** means Providing House Keeping and gardening Services through Outsourcing for the State Institute for Urban Development (SIUD) and other obligations of the tenderer covered under the Contract.
- (e) **"GCC"** means the **General Conditions of Contract** contained in this Section.
"SCC" means the **Special Conditions of Contract**.
- (f) **"The Procurer"** means the organization receiving the services/goods as named in SCC
- (g) **"The Procurer's country"** is the country named in SCC.
- (h) **"The tenderer"** means the individual or firm Providing House Keeping and gardening Services under this Contract.
- (i) **"The Government"** means the Government of Karnataka State.
- (j) **"The Project Site"**, where applicable, means the place or places named in SCC.
- (k) **"Day"** means calendar day.
- (l) **"Director General" (DG)** means the Director General of ATI and SIUD
- (m) **"Director"** means Director of SIUD
- (n) **"Joint Director"** means Joint Director (Administration) of ATI
- (o) **"Warden"** means the warden of the hostel at SIUD
- (p) **"SIUD"** means State Institute for Urban Development Lalithamahal Road, Mysore.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Procurer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Procurer in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the procurer's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Procurer and shall be returned (in all copies) to the Procurer on completion of the Supplier's performance under the Contract if so required by the Procurer.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have the audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

5.1 The Supplier shall indemnify the Procurer against all third-party claims of infringement of patent, trade mark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the procurer for an amount of 5% of the Contract Value, valid upto 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective services during the contract period, the replaced services shall be extended till the end of contract period.

6.2 The proceeds of the performance security shall be payable to the procurer as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/ Scheduled bank in the form provided in the tender documents or another form acceptable to the procurer; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the procurer ;or
 - (c) Specified small savings instruments pledged to the procurer.
- 6.4 The Performance Security will be discharged by the procurer and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The procurer or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications at no extra cost to the procurer. SCC and the Technical Specifications shall specify what inspections and tests the procurer requires and where they are to be conducted. The procurer shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises.
- 7.3 Should any inspected services fail to conform to the specifications, the procurer may reject the services and the Supplier shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the procurer.
- 7.4 The Procurer's right to inspect, and, where necessary, reject the services shall in no way be limited or waived by reason of the services having previously been inspected, and passed by the Procurer .
- 7.5 Nothing in GCC Clause7 shall in anyway release the Supplier from any warranty or other obligations under this Contract.
- 7.6 If the Supplier, having been notified, fails to remedy the defect(s) within 2 days, the Procurer may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procurer may have against the Supplier under the Contract.

7.6.1 The supplier has to follow standard housekeeping and gardening manuals.

8. Insurance

The services supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to maintain, cleaning, replacement, etc For delivery of services at site, the insurance shall be obtained by the Supplier.

9. Incidental Services

9.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Training of the personnel for operation and maintenance of hostel and garden should be done by the supplier

10. The Supplier shall carry sufficient inventories to assure replacement of personnel for housekeeping and gardening with immediate effect.

11. Payment

11.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

11.2 The Supplier's request(s) for payment shall be made to the Procurer in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.

11.3 Payments shall be made promptly by Procurer but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

11.4 Payment shall be made in Indian Rupees.

12. Prices

12.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

13. Change Orders

13.1 The Procurer may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in the Services to be provided by the Supplier.

13.2 If any such change causes an increase or decrease in the cost, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procurer's change order.

14. Contract Amendments

14.1 Subject to GCC Clause17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

15. Assignment

15.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the procurer's prior written consent.

16. Sub contracts

16.1 The Supplier shall notify the Procurer in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

17. Delays in the Supplier's Performance

17.1 Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Procurer in the Schedule of Requirements.

(a) The Officer in charge or any official deputed by SIUD will have the liberty to inspect daily or periodically to quality of services under this contract to ensure that the entire area under the contract is cleaned and maintained in perfect order to the satisfaction of such inspecting staff or in charge. If the inspecting officer finds any discrepancy in the work of housekeeping, and /or gardening, he or she may impose monetary penalties to an extent to **Rs 500/-** in each case for **5 instances**. Thereafter it may impose penalty of **10 % deduction** from the bill or deduction of part or whole of security or termination of the agreement at one month notice.

17.2 Performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the procurer .

17.3 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the procurer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

17.4 Except as provided under GCC Clause24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause22, unless an extension of time is agreed upon pursuant to GCC Clause21.2 without the application of liquidated damages.

18. Liquidated Damages

18.1 Subject to GCC Clause24, if the Supplier fails to perform the Services within the period(s) specified in the Contract, the procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, assume equivalent to 0.5% of

the delivered price of the delayed or unperformed Services for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the procurer may consider termination of the Contract pursuant to GCC Clause 23.

19. Termination for Default

19.1 The Procurer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) If the Supplier fails to deliver the services within the period(s) specified in the Contract, or within any extension there of granted by the Procurer pursuant to GCC Clause 21; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement processor in contract execution.

“fraudulent practice ”means a misrepresentation of facts in order to influence a procurement processor the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

19.2 In the event the procurer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the procurer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Procurer for any excess costs for such similar Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

20. Force Majeure

20.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for feature of its performance security, liquidated damages or termination for default, if and to the extent that, its delaying performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

20.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

20.3 If a Force Majeure situation arises, the Supplier shall promptly notify the procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

21.1 The procurer may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procurer.

22. Termination for Convenience

22.1 The procurer, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the procurer's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

23. Settlement of Disputes

23.1 The procurer and the supplier shall make every effort to resolve amicably by direct or formal negotiation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurer or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

23.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the services under the Contract.

23.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) procurer shall pay the Supplier any money due to the Supplier for the services rendered.

24. Limitation of Liability

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Procurer, whether in contract, tort, or otherwise, for any direct or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the procurer and

(b) the aggregate liability of the Supplier to the Procurer, whether under the Contract, in tort

or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing defective services

25. Governing Language

25.1 The contract shall be written in English/ Kannada language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation .All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

26. Applicable Law

26.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

27. Notices

27.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email, Fax, registered post/courier and confirmed in writing to the other Party's address specified in SCC.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. Taxes and Duties

28.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the procurer.SECTION IV: SPECIAL CONDITIONS OF CONTRACT(SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidder must provide the documents as mentioned in **schedule of Requirements** All the documents should be scanned and uploaded along with the tender documents as mentioned in Annexure - without fail.
2. The tenderer shall quote the service charge as percentage of the total amount that SIUD will pay for those posts in the price schedule of the financial bid. The total service charge in rupees that the tenderer will charge will form the basis of evaluation. The service charge shall be filled both in words and figures. In case of discrepancy between figures and words the amount in words shall prevail.
3. Training of the institution is held as per the published calendar of trainings. The same is available in the website of SIUD.
4. The Successful tenderer will have to start working from the date ordered by the Director General. The Contract will be for a period of 12 months. The period of contract can be extended for further period not more than three months with mutual consent. The period is liable for alteration at the discretion of the Director General. The Director General reserves the right to terminate the contract at short notice of one month.
5. The work will be executed in conformity with the specifications and conditions as laid down in

this contract. The work will be inspected by the designated officer and his decision with regard to the acceptability of the work done on each day shall be final and binding.

6. Diaries for daily noting the acknowledgement of housekeeping and gardening work by the occupants/ in charges of the rooms will have to be supplied by the contractor and got filled up by his personnel for verification of the work done.
7. Preference will be accorded for the use of mechanical/ electrical equipment for the execution of tendered services.
8. A very high standard of House Keeping and gardening will have to be provided which is desired for a training institute of International standard.
9. Services will be required on all seven days of the week (including Sundays/Holidays).
10. The contractor shall prepare weekly duty chart of the personnel engaged one week in advance with a copy to the warden.
11. The contractor shall not change the personnel engaged at random. Any change/ reshuffling of the personnel will be brought to the notice of Warden.
12. The personnel deployed by the supplier for housekeeping and gardening shall not have any record of contagious and infectious diseases. A fitness certificate by the registered medical practitioner shall be produced for all the personnel deployed.

13. Identity Cards:

The personnel will have photo identity cards issued by the contractor so that entry is restricted to only legitimate persons to the premises. The police verification for such officials will have to be done before employment in the campus.

14. Conduct:

- (i) The personnel employed by the contractor should be courteous and polite in behaviour towards all the trainee officers and staff. The personnel will be bound to observe all instructions issued by SIUD concerning general discipline and behaviour.
- (ii) Equipment like TV, A/C in hostels/ IQ rooms etc. should not be used by the contractor or his personnel.
- (iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.
- (iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any one while on duty within the premises of PTC.
- (v) The personnel will abstain from taking part in any staff union and association activities.

15. no dual employment:

Personnel engaged for housekeeping on the SIUD premises shall not be employed/ help in other works outsourced on the ATI campus. ATI campus includes ATI, SIRD & SIUD

16. Penalty

- (a) *Employee of the Contractor without proper uniform/ unclean uniform or ID card will be fined Rs. 50/- per day of default per person*
- (b) *A person defaulting for more than 5 times will have to be immediately replaced.*
- (c) *Housekeeping and gardening personnel shall come to the premises in uniform , they shall*

not enter the premises without uniform.

- (d) Any housekeeping and gardening personnel found intoxicated within the premises will attract a penalty of Rs 5000/- to the contractor in addition to dismissal of the said personnel. The administration reserves the right to legally proceed further in such case.*
- (e) Any case of indecent behaviour will attract legal action.*
- (f) All housekeeping and gardening personnel will report for duty as prescribed by the SIUD. Any personnel absent at prescribed time for reporting will be treated as absent for the day.*
- (g) Employing less than the contracted number of employees at any given time will attract a penalty of twice the wages paid to such an employee in the first 5 instances. Later an amount not less than 10% of the monthly bill shall be forfeited for such cases. In case of such deductions more than once the tender shall be terminated and the security deposit shall be forfeited without any notice.*
- (h) The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores will be given to the contractor in writing by the designated authority and the full cost of the item reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of DG on this will be final and binding on the contractor.*
- (i) The Officer in charge or any official deputed by SIUD will have the liberty to inspect daily or periodically to quality of work under this contract to ensure that the entire area under the contract is cleaned and maintained in perfect order to the satisfaction of such inspecting staff or in charge. If the inspecting officer finds any discrepancy in the work of housekeeping and gardening, he/she may impose monetary penalties to an extent to **Rs 500/-** in each case for **5 instances**. Thereafter it may impose penalty of **10 % deduction** from the bill or deduction of part or whole of security or termination of the agreement at one month notice.*
- (j) The default as mentioned above will be decided by the Mess Committee. This penalty is apart from the liquidated damages to be implemented as in contract conditions up to a maximum of **10% of the Contract Price** for the default of the contract.*

17 Persons who are less than 18 years of age should not be employed. Employing child labour in the housekeeping is strictly forbidden and violation would attract penal provisions of the law.

18 He shall employ only healthy workers free from any communicable disease. The Staff should neatly maintain personal cleanliness and good health free from diseases such as skin/TB diseases. Health charts showing regular health checkups done should be available for perusal, all health checkups done should not be more than six months old. It is the responsibility of the contractor to follow all statutory regulations prescribed from time to time. Any disregard to these will attract penalty as decided by the administration on the merit of the case.

19 The contractor should provide two pairs of new uniforms and badges with photo identity cards to the staff compulsorily. For which an amount of Rupees 3000/- (three thousand only) per person will be reimbursed. Each staff shall wear an identity badge with photo and particulars.

- 20 The employees must behave courteously with trainees and staff, dress neatly and maintain cleanliness.
- 21 The contractor will keep a Complaint Register with numbered pages duly verified by the Warden of the Hostel in the Reception Counter of the hostel for the trainees or guests to enter their suggestions or complaints.
- 22 Cleaning of the rooms shall be done irrespective of whether training is in progress or not.
- 23 The DG, SIUD is absolved of any responsibility attached to in respect of the workers engaged by the contractor. All wages etc., for the workers should be properly disbursed by supplier and books of accounts, etc., should be made available to the committee for checking. The wages shall be paid on or before 5th of every month. The statutory payment such as E.S.I./ E.P.F. etc should be remitted before 15th of the following month. The contractor shall produce the register maintained in this regard to the committee every month. The contractor shall conform to all labour regulations that are in force in the State of Karnataka from time to time including the Contract Labour (R & A) Act, E.S.I., E.P.F., W.C., P.W. Act, as and when applicable in respect of all persons employed by him including the labour running the mess and the DG or the committee shall not in any way be liable or responsible for any act of omissions or commission by him in this regard. The Contractor shall comply with all statutory provisions, regulations, etc. applicable from time to time for running a mess including the provisions relating to various taxes and shall absolve the committee from the provisions of the said act.
- 24 The contractor shall be responsible for Garbage collection & disposal which shall be as per prescribed in the Municipal Solid Waste Management Rules. Drums for this purpose should be placed at suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill put or spoil the drum and surrounding area. The successful tenderer should procure useful and good looking drums at his own cost.
- 25 Payment Terms & Conditions:**
1. The proof for payment of PF, ESI, Service Taxes are to be produced for the previous month to accept and pass the bill for payment.
 2. The payment to the contractor will be made on monthly basis. The payment will be made at the contracted rates. The bill shall be made out in the name of SIUD Mysore for housekeeping and gardening of SIUD. The bill shall be submitted before 5th of the succeeding month. All payments shall be made through RTGS
 3. The contractor must have sufficient financial resources to commence the house keeping without waiting for payment from the SIUD. No advance of any kind will be given.
- 26 Income Tax will be deducted at Source.
- 27 Bills will be paid only if the services of the agencies are satisfactory.
- 28 The agency should make payment not less than the minimum wages as per the Karnataka Minimum Wages Act the payments shall be made by adjusting the amount to their Bank accounts of the employees and produce copy of adjustment for making payments. All employees shall have bank accounts
- 29 Any change in the working staff must be intimated to the Warden/ Competent Authority well in advance.

- 30 Even after approval, if information/facts submitted by the tenderer are found misleading/incorrect/false etc. SIUD reserves the right to disapprove/cancel the contract.
- 31 The contractor shall be responsible for the discipline of their staff. If at any time, it is found that the persons are indulging in any act of misbehaviour or misconduct etc., the Director General, SIUD, Mysore or his representative shall have the right to have him/her replaced by the contractor.
- 32 It is the responsibility of the Contractor to get their staff Medical check-up thoroughly and submit the same to the Institute twice a year at his own cost.
- 33 **HYGEINE & CLEANLINESS:**
- a. Contractor shall ensure a high standard of hygiene and cleanliness at all times.
 - b. Contractor shall cause to clean the Floor areas which shall be mopped/ cleaned daily and from time to time. Not less than three times a day.
 - c. The institute will provide liquid hand wash soap, tissue papers, room fresheners etc which will be used by the contractor in the relevant areas.
 - d. The contractor shall ensure that the hostel premises are kept hygienic and clean. Contractor is responsible to ensure preventive Pest Control measures in the hostel from time to time
 - e. Contractor should not allow any garbage, debris or drain water to be let out on the ground, in and around hostel area and other related areas.
 - f. Maintenance of Cleanliness, maintenance, garbage disposal, and the Contractor's staff rest rooms shall be the responsibility of the contractor.
 - g. The contractor shall obtain a licence for housekeeping and gardening from Mysore Municipal Corporation within one month of signing the contract.
 - h. The contractor shall deploy personnel for garden maintenance, cleaning, watering the plants, spray pesticides in and around hostel and administration blocks.
 - i. The contractor shall procure and make use of the regular gardening equipments on his or her own contractual amount.

SECTION V- A :SCHEDULE OF REQUIREMENTS(SR)

The following personnel shall be provided to SIUD for housekeeping and gardening services of Nethravati Hostel on the ATI campus

Sl. No.	Designation	Educational qualification	Shift timings	Total no of personn
01	Manager	Any graduation with 3 years experience in similar field	General shift and overall in-charge	01
02	Supervisors (Housekeeping)	Any graduation with experience in similar field		01
	Supervisor(Gardening)	Experience in gardening		01
03	Receptionist	PUC /12 th standard pass and speak in kannada, English and experience of 1 year in similar post	3shifts	03
04	Room Boys	with 1 year exp	2 shifts	14
05	Cleaners	1 year experience	2 shifts	04
06	SafaiKarmachari		-	06
07	Lift operators	With experience	-	02
08	Gardeners	With experience in similar field	-	08

The supplier shall install the biometric system at the hostel and at the administrative block for attendance.

The floor area required to be cleaned is as follows Details of Hostel floor

Nethravati Hostel of SIUD

Floor-wise	Twin sharing Bed (Two Beds)	Single Bed Room	Double Bed Room	Others/Built-up Area
Basement	Dining Hall			Kitchen & Dining Car Parking Area - 1740 Sqm
Ground Floor	14 Rooms	-	-Nil-	Conference Hall 2 Nos. Class Rooms 2 Nos. Total = 1740 Sqm
1 st Floor	30 Rooms	-	-Nil-	1740 Sqm.
2 nd Floor	30 Rooms	-	-Nil-	1740 Sqm.
3 rd Floor	30 Rooms	-	-Nil-	1740 Sqm.
Total	104 Rooms			104 Rooms

Job Specification

The Manager shall be a graduate with 3 years' of experience in similar post in any training/ academic or corporate office.

1. Be in charge of all housekeeping and gardening services and all personnel employed by the contractor
2. Draw the weekly work chart
3. Be responsible to see that at any point of time all the employees will be present
4. Will have a roll call at 3 times everyday
5. Maintain a floor wise work done chart which will be presented to the Warden at the end of each day
6. Be responsible for the good behaviour of all personnel on duty
7. Make suitable arrangements for cleaning during emergencies or rush periods.
8. Should be physically present on the premises and be in contact/ reachable within the hostel 24x7
9. Ensure that all personnel work as per the job charts allotted
10. will present the attendance sheet to the warden everyday
11. Will draw the monthly bill for those personnel who are present for the day.
Wages of absentees will be deducted by him in the bill
12. Will be overall responsible for conduct of personnel regarding pilferage, theft and misconduct. He will immediately initiate action and report the same to the wardens.

The Supervisors shall be any graduate with 1 year experience in similar post in any training/ academic or corporate office.

The supervisor shall have the following job chart.

1. Bed spreads, Blankets, Pillow Covers, & Woollen Blankets are provided by SIUD.
2. Bedspreads, blankets, Pillow Covers & Woollen Blankets of all occupants are to be changed, washed & ironed twice a week or whenever occupant changes.
3. Towels should be changed every alternate day
4. Arrange for daily dusting of wardrobes and all furniture provided in the rooms, reception counter and charts, boards etc., kept for display.
5. Ensure while the floors have to be cleaned once a day, toilets, urinals, washbasins and water closets have to be cleaned **twice a day**
6. Window curtains are to be washed once in 2 months.
7. When occupants of a room check out of the hostel, the supervisor will ensure that all properties of SIUD in the room are intact and report the same to the receptionist for final clearance for checkout
8. Floor Mats have to be cleaned daily
9. Any other housekeeping work assigned by the Competent Authority of SIUD.
10. The Class Rooms should be cleaned

Outsiders and unauthorized persons should not be allowed on the premises, if any such persons are found that shall be immediately inform the security.

Receptionists:

The receptionists shall be **PUC pass and should be fluent in speaking Kannada, English and have experience of 1 year in similar post** with working knowledge of computers

- He/she should welcome the trainees, verify the nomination letter & allot the rooms to the participants as per pre-assignment schedule.
- He/she should attend to the phone calls including room complaints & also attend the complaints if any, and bring it to the notice of the Supervisor.
- He/she should also keep a watch on the working of the watch & ward staff of the Hostel.

Room Boys:

The Room boys shall have 1 year experience in the similar field and

With Speaking Knowledge of Kannada

The room boys have to undertake the following tasks every day.

- He has to sweep the rooms & balconies
- He has to mop the rooms & balconies with cleaning liquids
- Dusting of wardrobes, TV, Computer and all furniture provided in the rooms,
- He has to clean the Water Jug , tumblers & keep potable water
- He will attend to the lift during emergency
- The Class Rooms should be cleaned.

Cleaners/Sweepers he should have minimum of 1 year in similar field

The following tasks are assigned:-

- He should clean each floor, corridor, entrance, reception, Staircases, front & back side of the Building including car parking.
- Netravathi Hostel entrance road.
- the floors have to be cleaned once a day, washbasins and water closets have to be cleaned **thrice**
- Floor Mats and floors have to be cleaned daily

SAFAI KARMACHARI

- Toilets of Netravathi Hostel (104 rooms), and Administrative block(17 rooms) should be cleaned twice a day
- General Toilets of Netravathi block and administrative block should be cleaned twice a day
- Buckets, mugs, commode & Mirror should be cleaned every alternate day.
- Before occupancy each commode should be sanitized and certified as fit for use

LIFT OPERTAORS:- He should have minimum of 1 year experience in similar field.

- Ensuring smooth operation of Lifts in netravathi hostel
- Ensure cleanliness and hygiene inside the lift
- Bring immediately to the notice of manager and warden any mechanical problems in the lift
- Should have smooth communication skills.

GARDENER

- Clean garden area in and around netravathi hostel and administrative block of SIUD
- Maintain the lawn and garden area.
- Cutting, pruning, watering of lawn and plants.
- Spraying pest control powder and liquids in garden.
- Plantation of plants and trees.
- Keep garden and lawns attractive during VIP visits , DASARA and other important occasions

The above schedule of requirements should be attended by the Service Provider.

SECTION VII : QUALIFICATION CRITERIA

1. The house keeping agency should have at least three years' experience in providing housekeeping and gardening services to various reputed State/Central Government, state level organization/ MNCs to an extent of 21 lakhs per year and satisfactory service certificate should be uploaded in proforma at Section XII (Proforma – A)
2. **Annual Turnover of Rs. 21 lakhs for 3 years in the preceding 5 years** in which the tenderer should have executed housekeeping and gardening services for the reputed Training/ academic or corporate institutions.
3. EMD for Rs. 106000/- in the form of Bank Guarantee as explained in Para 13 of ITT.
4. Should have registered with Statutory authorities in Karnataka as indicated below and scanned copy of necessary proof such as:
 - registration under the labour act
 - Employees state Insurance Corporation
 - Regional Provident Fund Commissioner
 - Valid License from Labour Department
 - Service Tax Registration Certificate/No
 - PAN No. of the Firm/Contractor
 - Annual Turnover should not be less than Rs. 21 lakhs in any of the three years, during the last five years,2009-10, 2010-11,2011-12,2012-13,2013-14 :
5. (Please upload copies of ITR/authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountant **or** turn over details of any 03 years during the last 05 years certified by Chartered Accountants)

_____ (Scanned copies to be uploaded)

SECTION VIII: TENDER FORM

Date:

IFT No: SIUD/ HOST/CR:29/2015-16

To,

The Director General,
State Institute of urban
development Mysore-570 011

Sir /Madam

Having examined the Tender Documents including Addenda No's..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Housekeeping and gardening Services to SIUD Hostels in conformity with the said tender documents for the sum of _____ (Rs. _____ *Only*) or such other sums

as maybe ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to provide the services of Housekeeping and gardening of SIUD Hostel in accordance with the schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract

We agree to a bid by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, 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 understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this.....day of20.....

(Signature) (In the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas (*Here in after called "the tenderer"*) has submitted its tender dated (*Date of submission of tender*) for the services providing the Housekeeping and gardening Services of SIUD Hostel (*here in after called "the Tender"*)

KNOW ALL PEOPLE by these presents that WE (*Name of bank*) of (*Name of country*), having our registered office at (*Address of bank*) (*Here in after called "the Bank"*), are bound unto (*Name of Procurer*) (*Here in after called "the Procurer"*) in the sum of _____ for which payment well and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____ 2015

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - a) Withdraws its Tender during the period of tender Validity specified by the Tenderer on the Tender form; or
 - b) Does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its tender by the procurer during the period of tender validity:
 - a) Fails or refuses to execute the Contract form if required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers; We undertake to pay the procurer up to the above amount upon receipt of its first written demand, without the procurer having to substantiate its demand, provided that in its demand the procurer will note that the amount claimed b it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between..... (Name of procurer) of (Country of procurer) (Here in after called "the procurer ") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (here in after called "the Supplier") of the other part :

WHEREAS the procurer is desirous that certain services viz., (Brief Description of Services) and has accepted a tender by the Supplier for the supply of those services in the sum of..... (Contract Price in Words and Figures) (Here in after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings 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 Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) The procurer's Notification of Award.
3. In consideration of the payments to be made by the procurer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procurer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The procurer hereby covenants to pay the Supplier in consideration of the provision of the and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied/ provided by the Supplier are as under:

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Procurer)

WHEREAS..... (Name of Supplier)

Here in after called "the Supplier" has undertaken, in pursuance of Contract No.....
dated..... 20... to supply..... (Description of Services)
hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance
with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of..... (Amount of the Guarantee
in Words and Figures) and we undertake to pay you, upon your first written demand declaring the
Supplier to be in default under the Contract and without cavil or argument, any sum or sums within
the limit of (Amount of Guarantee) as aforesaid, without your needing to prove
or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the of

Signature and Seal of Guarantors

Date:

Address:

.....

.....

SECTION XII

(Please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last Five years

(After fill, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)

IFT No: SIUD/HOSTEL/CR-29 /2015-16

Date: _____

Date of Opening.....

Time _____

Name & address of the service provider.....

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year 2009-10 to 20013 -14 only)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge in the office in which service has been provided
1	2	3	4	5	6

Note: 1. *Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority of the service user. All such Proforma A Certificates shall be uploaded.*

Signature & Seal of Tenderer

Proforma A

This is to certify that -----service providers have satisfactorily provided housekeeping and gardening service to this organization during the year ----- against Order No: -----

Dated ----- for an amount of ` . -----.

Signature

Seal and signature of competent authority

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: SIUD/HOS/CR-29/2015-16 dated 23-09-2014 and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.

2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. The financial bid is separately submitted against this tender.

Place:

Seal & Signature of the Tenderer

Date:

Check List for Submission of Tender

Sl. No.	Check list of Documents for Technical Evaluation	Details of Documents to be scanned & uploaded Yes/No
1	EMD @ Rs. 99,680/-	As per e-Portal
2	Certificate of Registration under the Labour Act with the Department of Labour, Government of Karnataka	
3	ESI Registration Certificate	
4	Registration certificate issued by Regional Provident Fund Commissioner for EPF	
5	Certificate of Registration issued by Commissioner of Central Excise & Customs for Service Tax	
6	Audited Balance Sheets and Income Tax Returns of three financial years in the past five years (03 financial years)	
7	Experience Certificate in housekeeping and gardening services in national/ state level training institute, corporate sector/ academic institutions in the three out of last five years (as per Section XII where Proforma A is uploaded for each order executed separately)	
8	Scanned Copy of the PAN card	
9	Valid Licence issued by Department of Labour for employment of Contract Labour	
10	Annual Turnover Statement for last 3 years out of which the tenderer should have executed similar nature of work / service the value of which shall not be less than 50% of the total amount put to tender, in any of the 3 years duly audited by Registered Chartered Accountant / Auditors information as per Section VII (5)	
All above documents are uploaded in the above sequence in Technical Bid.		

Certified that I have checked all the documents and fully complied with the instructions contained in the Tender Schedule

Signature of Tender