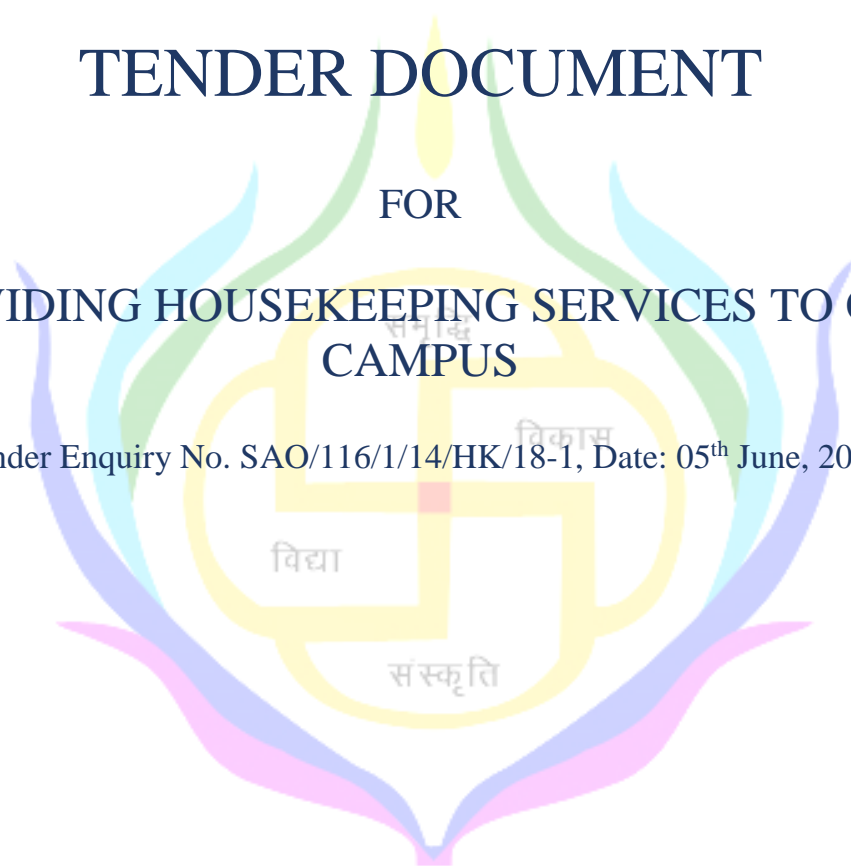


# TENDER DOCUMENT

FOR

PROVIDING HOUSEKEEPING SERVICES TO CIMP  
CAMPUS

Tender Enquiry No. SAO/116/1/14/HK/18-1, Date: 05<sup>th</sup> June, 2018



# CIMP



CIMP

चन्द्रगुप्त प्रबन्ध संस्थान पटना

CHANDRAGUPT INSTITUTE OF MANAGEMENT PATNA

Mithapur Institutional Area, Patna-800001.

# Table of Contents

S.N.	Contents	Page No.
01.	Section-I: General Instruction to Tenderers	03-08
02.	Section-II: General Terms & Conditions of Contract	09-15
03.	Annexure-A: Scope of Work	16-20
04.	Annexure-B: Resource Requirements	21
	Manpower Requirements	22
05.	Annexure-C: Technical Bid	23-24
06.	Annexure-D: Declaration	25
	List of Enclosures	26
07.	Annexure-E: Financial Bid	27
	Declaration by the Tenderer	28
08.	Annexure-F: Bank Guarantee Form for EMD	29-30
09.	Annexure-G: Proforma of Performance Guarantee	31-32
10.	Annexure-H: Format of Contract Agreement	33-35

## SECTION- I

### GENERAL INSTRUCTIONS TO TENDERERS

#### 1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:

1.2 Definitions:

- (a) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (b) “Tender Inviting Authority” or “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the Senior Administrative Officer of Chandragupt Institute of Management Patna.
- (c) “Competent Authority” means the Director of Chandragupt Institute of Management Patna.
- (d) “Contractor” or “Agency” means the successful tenderer selected for execution of contract for Housekeeping services.
- (e) “Day” means calendar day.
- (f) “Institute” means Chandragupt Institute of Management Patna.
- (g) “Earnest Money Deposit” (EMD) means Bid Security/Monetary/Financial guarantee to be furnished by a tenderer along with this tender.
- (h) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at CIMP under the contract.
- (i) “Performance Security” means Monetary/Financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on him/them. Performance Security may also be interchangeably used as Security Deposit in the document.
- (j) “Tender” means Bid/Quotation/Tender received from a Firm/Tenderer/Bidder.
- (k) “Tenderer” means an agency/firm registered in India as or under Proprietorship/Partnership/LLP/Pvt. Limited/Limited Company/Societies/Trust.

#### 2. Abbreviations:

- (i) BG means Bank Guarantee
- (ii) EMD means Earnest Money Deposit
- (iii) GST means Goods & Services Tax
- (iv) DDP means Delivery Duty Paid named place of destination (consignee site)
- (v) GCC means General Conditions of Contract
- (vi) GIT means General Instructions to Tenderers
- (vii) NIT means Notice Inviting Tenders.
- (viii) TIA means Tender Inviting Authority
- (ix) FY means Financial Year
- (x) ITR means Income Tax Return

#### 3. Scope of Services: The Scope of Services are given in **Annexure-A**.

#### 4. Eligibility Criteria

- (a) Tenderers should be either registered as a Company under Companies Act 1956/2013 or as a Partnership (including Limited Liability Partnership) under Partnership Act, 1932 for providing similar kind of services (Housekeeping Services) to reputed national educational/research institutions, universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies. Bids of Sole proprietorship firms or those which are not in existence for 5 years as mentioned above shall not be considered at all.
- (b) The Registered Office or one of the Regional/Branch Offices of the tenderer must be located in Bihar/Patna for the last three years.
- (c) The tenderer must have achieved minimum average annual turnover of ₹50 Lakh from the housekeeping services during the last three completed financial years and should be profit making.
- (d) The tenderer must possess a valid ISO 9001:2000 or 9001:2008 Certification as on the date of submission of the tender document.
- (e) The tenderer must have the following registrations at the time of bid submission:
- i) GST Registration
  - ii) EPF Registration
  - iii) ESI Registration
  - iv) Valid license issued by the Regional Labour Commissioner
  - v) Registration Certificate under Contract Labour (Regulation & Abolition) Act-1970
  - vi) Licenses required for Housekeeping services
  - vii) Any other registration/license which are mandatory for such agencies stipulated by concerned authorities from time to time
- (f) The tenderer should have minimum five years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (g) The agency or any of its partners/directors should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws by any court of law or any authority appointed to enforce such laws.
- (h) The tenderer must meet any one of the following three criteria:
- (i) Should have successfully completed ONE similar work of value equal to ₹25 Lakh or more reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.

OR

- (ii) Should have successfully completed TWO similar works of value equal to ₹15 Lakh each or more each from any reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.

OR

- (iii) Should have successfully completed THREE similar work of value equal to ₹10 Lakh each or more from any reputed national Educational/Research Institutions, Universities run by Central Government/State Government Departments, Public Sector Companies/Undertakings or Autonomous Bodies in last three years.

**5. Tender Validity:**

- (a) The Tender should be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

**6. Bid Security/Earnest Money Deposit (EMD):**

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of ₹1,00,000/-. The EMD should be in the form of Demand Draft/Bank Guarantee issued from any Scheduled Commercial Bank drawn in favour of **Chandragupt Institute of Management Patna** payable at **Patna**. BG should be valid for at least 180 days beyond the date of tender submission date. Format of BG is at Annexure-F.
- (b) The Tenders received without EMD as above, shall be summarily rejected.
- (c) The earnest money shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the Performance Security Deposit.
- (d) No interest shall be paid on the EMD.

**7. Bid Price:**

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work, i.e., mentioned in Scope of Work, failing which the bid shall be considered *Non-Responsive*.
- (c) Tenderers should submit all the details of bid prices as per format given in Annexure-E.

- (d) The wages quoted in the financial bid for housekeeping staff (skilled/semi-skilled) should not be less than the prevailing minimum wages as fixed and notified by the Government of Bihar at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily.
- (e) At any point of time, during currency of contract, the wages payable to the housekeeping staff shall not be less than the statutory notified minimum wages. It shall be the responsibility of the contracting agency to bring to the notice of the client all changes in the minimum wages fixed and notified by the respective agency of the Government of Bihar and get the monthly bills under the contract approved accordingly. All the consequences of non-payment of minimum wages shall be the exclusive responsibility of the agency.

#### **8. Preparation and Submission of Tender:**

- (a) Tenders are to be submitted as per two bid system, i.e., Technical Bid and Financial Bid.
- (b) The Tender should be printed/typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para-4 & 5 above** and EMD as per **Para-6 above**. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (g) Both the bids (Technical and Financial) should be separately sealed in envelopes super-scribed as **Technical Bid** and **Financial Bid**, respectively. Both the sealed envelopes should be put in a third sealed envelope and should be super scribed as **Tender for Housekeeping Services at CIMP**.
- (h) Sealed Tenders should be addressed and submitted to **Senior Administrative Officer, Chandragupt Institute of Management Patna (CIMP), Mithapur Institutional Area, Patna-800001**, by **15:00 hrs. of 27<sup>th</sup> June, 2018** through **Registered/Speed Post only**.
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

## 9. Opening of Tenders:

- (a) Technical Bids shall be opened the same day, i.e., **27<sup>th</sup> June, 2018** at **16:00 hrs.** at CIMP.
- (b) The Tenderers' representative may attend the Tender opening.
- (c) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at a later date.
- (d) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer's representative may choose to attend the opening of Price Tender.
- (e) In the event of any of the above mentioned date(s) being declared as a holiday, the tender(s) shall be opened on the next working day at the appointed time.

## 10. Evaluation of Tender:

- (a) The committee constituted by the Competent Authority shall evaluate the Technical Bids with reference to technical requirements and various other criteria mentioned in the Tender Document. Based on the qualifying criteria, a rank list of the tenders shall be prepared. Tenderers who fulfil all the basic requirements as per the technical qualification criteria alone shall be qualified.
- (b) Only the Technically Qualified tenderers shall be further considered for Opening and Evaluation of Financial Bids. Financial bids and EMD of those tenderers who are not technically qualified shall be returned immediately without opening of the financial bids.
- (c) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case more than one price bid quoting the same rates are received, the winning bidder shall be selected based on the respective position in the rank list prepared as per (a) above.

## 11. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, performance security amount, equal to **10% of Annual Contract Value**, in the form of **unconditional irrevocable Bank Guarantee** (as per format given in **Annexure-G**) pledged to Tender Inviting Authority valid for 18 months from the date of signing of the agreement.
- (b) The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of ₹1000/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (c) If the successful Tenderer fails to execute the agreement and/or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of

his/their tender has been sent, on account of any reasons, and is unable to undertake the contract, his/their selection will be cancelled and the EMD deposited with the tender shall stand forfeited by the TIA.

- (d) The TIA reserves the right to accept or reject any or all bids without assigning any reasons. TIA also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the Conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

## **12. Effectiveness and Duration of Contract**

- (a) The contract shall come into effect from the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services which can further be extended on the existing terms and conditions from time-to-time, subject to the approval of the Competent Authority, for a maximum duration of 24 (twenty four) months; but not exceeding 12 (twelve) months at a time.
- (b) However, either of the contracting parties may terminate the contract by serving three months' notice in writing without assigning any reason(s) thereof.
- (c) In the event of the institute administration being not satisfied with the services of the contractor due to any proved incident(s) of misdemeanor by the housekeeping personnel or any services lapse, the TIA reserves the right to forfeit the SD of the contractor apart from terminating the contract with three months' notice in writing.

## **13. Commencement of Services**

The services provider should commence the housekeeping services within 30 days of signing of contract or any other date mutually agreed by both the parties. The validity period for the contract shall be considered from the date of commencement of service.

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## SECTION-II

### GENERAL TERMS & CONDITIONS OF CONTRACT

- 1) The housekeeping personnel provided shall be the employees of the Contractor and all statutory liabilities such as ESI, PF, Workmen's Compensation, etc. will be paid by the contractor. The housekeeping personnel deployed by the contractor should be properly trained, having requisite experience and skills for carrying out a wide variety of housekeeping services using appropriate materials and tools/equipment.
- 2) The contractor shall ensure the health and safety measures of the employees deputed for the works at its end.
- 3) The agency shall not employ any person below the age of 21 years and above the age of 60 years.
- 4) If the Contractor is a Registered Company/partnership of two or more persons, all such persons shall be jointly and severally liable to the institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with the authority to sign. The Company/partnership shall not be altered without the approval of the institute.
- 5) The contractor shall engage only such personnel, whose antecedents and health have been thoroughly verified, including character. The contractor shall be fully responsible for the conduct of his staff.
- 6) The contractor at all times should indemnify Contracting Authority against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time-to-time. Contracting authority will not own any responsibility in this regard.
- 7) The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws/Acts, including *but not limited to* the following and their re-enactments/amendments/modifications as may be made from time-to-time:
  - (a) The Payment of Wages Act 1936
  - (b) The Employees Provident Fund Act, 1952
  - (c) The Workmen's Compensation Act, 1923
  - (d) The Contract Labour (Regulation and Abolition) Act, 1970
  - (e) The Payment of Bonus Act, 1965
  - (f) The Payment of Gratuity Act, 1972
  - (g) The Employees State Insurance Act, 1948
  - (h) The Employment of Children Act, 1938
  - (i) The Minimum Wages Act, 1948
  - (j) The Industrial Disputes Act, 1947
  - (k) The Maternity Benefits Act, 1961

- 8) The housekeeping staff deployed through the contractor in the institute shall not claim any benefit, compensation, absorption or regularization of their services in the institute either under the provisions of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submit the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority shall not be party.
- 9) The housekeeping staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, housekeeping arrangements and administrative/organizational matters to any third person. In the event of being found that the official secrecy has been disclosed and for the purpose of housekeeping arrangement and or for other purpose, it is desirable to remove the said person, the TIA shall have every right to remove the said person immediately and the onus shall lie on the contractor to comply with it.
- 10) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 11) Any liability arising out of accident or death while on duty shall be borne by the contractor.
- 12) Adequate supervision will be provided to ensure correct & effective performance of the housekeeping services in accordance with the prevailing assignment and instructions agreed upon between the two parties.
- 13) The Contractor and its staff shall be responsible for through cleanliness in the premises of the institute and shall take proper and reasonable actions to keep the premises clean.
- 14) The contractor shall have his own establishment/set-up/mechanism to provide periodic training/counselling of housekeeping staff to ensure satisfactory performance of their duties and responsibilities under the contract. The decision of the TIA in this regard will be final and binding on the agency.
- 15) The Contractor shall do and perform all such housekeeping services, acts, matters and things connected with the administration, housekeeping and conduct of housekeeping personnel as per the directions enumerated herein and in accordance with such directions, which the TIA may issue from time-to-time.
- 16) The institute reserves the right to have any housekeeping personnel removed that it deems undesirable or otherwise. The agency shall have the right to change its housekeeping personnel with prior intimation to the TIA.
- 17) The personnel engaged by the contractor shall be smartly dressed in **neat and clean uniform** and are required to display **photo identity cards**, failing which it will invite a penalty as per Annexure-B on each occasion. The penalty on this account shall be deducted from the agency's bills.

- 18) The personnel engaged should be of robust physique and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the faculty members/officers/staff/students/visitors etc. The institute reserves the right to have any person removed in case the housekeeping personnel is not performing the job to the satisfaction of TIA. The contractor shall be liable to arrange for an immediate suitable replacement in such cases. The decision of the TIA in this regard will be final and binding on the agency.
- 19) The eight hourly duty will normally commence from 07:00 to 15:00 hrs. However, the duty hours may be changeable and may be fixed by the institute from time-to-time depending upon the requirements.
- 20) In the event of any housekeeping personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
- 21) In case any of the housekeeping personnel deployed under the contract fail(s) to report in time and the agency is unable to provide a suitable substitute in time for the same, it will be treated as absence and penalty of ₹800/- per head of absence be deducted from the contractor's bill.
- 22) The housekeeping personnel deployed by the Contractor shall work under the overall supervision & direction of the official nominated by the TIA for this purpose.
- 23) The agency shall ensure proper maintenance of muster roll of the person employed/engaged in connection with the work at the institute premises.
- 24) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized Proforma approved by the TIA along with a computer generated attendance sheet and a copy of the payment advice of the preceding month sent to the bank for salary credit in respect of the persons deployed. The attendance sheet must be duly verified by the TIA or an official nominated by the TIA for actual shifts manned/operated by the personnel supplied by the contractor.
- 25) No other claim on whatever account shall be entertained by the institute. The agency will ensure that workers engaged by him must receive their entitled wages on time. To ensure this, the following measures shall be adopted:
- Contractor shall pay their entitled wages by 10<sup>th</sup> of the following month. It shall not be linked to the payment of the bill from TIA or need for the checking/verification, if any, at their end.
  - Payment to such workers must be made by the service providers through bank advice/e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.
  - In order to ensure that such workers get their entitled wages by 10<sup>th</sup> of the following month, the following schedule will be adhered to:
    - Monthly bill cycle will be from 1<sup>st</sup> day of the previous month to last day of the month.

- (ii) Monthly bill as per the above cycle, will be submitted by the contractor in first week of following month.
- (d) The contractor must ensure that entitled wages of the workers are credited to their bank account on the 10<sup>th</sup> of the following month, Service provider will not be given any relaxation in this matter.
- (e) While submitting the bill for the next month, the services provider must file a certificate certifying the following along with necessary proof :
- (i) Wages of workers were credited to their bank accounts on (date).
- (ii) ESI Contribution relating to workers amounting to ₹\_\_\_\_\_ was deposited on \_\_\_\_ (date) (Copy of the challan enclosed).
- (iii) EPF contribution relating to workers amounting to ₹ \_\_\_\_\_ was deposited on \_\_\_\_\_ (date) (Copy of the challan enclosed).
- (iv) Payment of GST collected during the last month
- (v) Compliance with all statutory Labour Laws including Minimum Wage Act.
- 26) In case any of the housekeeping personnel deployed under the contract is/are found absent, a penalty equal to double the wages of the number of guards/supervisors absent on that particular day shall be levied by the TIA and the same shall be deducted from the contractor's bills.
- 27) In case any public complaint is received attributable to misconduct/misbehavior of the housekeeping personnel and is found to be true by the institute administration, a penalty of ₹5,000/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides, the housekeeping staff/Supervisor found involved in the incident shall be removed from the institute immediately and black-listed for any future deployment at its premises.
- 28) In case the agency fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, TIA reserves the right to impose the penalty as detailed below:
- (a) 1% of annual cost of order/agreement per week, up to four weeks' delay.
- (b) After four weeks' delay, the TIA reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his EMD/SD shall also stand forfeited.
- 29) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the agency shall stand forfeited.
- 30) Any liability arising out of any litigation (including those in consumer courts) due to any act of agency's personnel shall be directly borne by the contractor including all expenses/fines. The concerned agency's personnel shall attend the court as and when required.

- 31) The agency shall not engage any such sub-contractor or transfer the contract to any other person in any manner.
- 32) The agency shall indemnify and hold the Tender Inviting Authority or any designated officer harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the agency.
- 33) The bidder shall get the housekeeping personnel and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. TIA will be at liberty to get anybody re-examine in case of any doubt. Only physically fit personnel shall be deployed for duty.
- 34) The institute shall not be responsible for providing residential accommodation to any of the housekeeping personnel of the agency.
- 35) The bidder must have their own Supervisory and QRT (Quick Response Team) in nearby cities of place of contract to deal with any emergency requirements.
- 36) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.
- 37) The decision of the institute in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 38) The institute, through the TIA, reserves the right to change/modify/relax any of the provisions or terms and conditions of the tender without assigning any reasons.
- 39) Penalty Clause- In case of any irregularities noticed, the penalty amount will be levied by the TIA up to the extent of 10% of the monthly charges due for relevant month, after issuing show-cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time.
- 40) **Scope of Work and Services:**
- (a) Details of the scope of work are enclosed at **Annexure –A**
- (b) Details of Resource & Manpower Requirements are given at **Annexure –B**.
- (c) The numbers given in Annexure –B are only indicative. The contractor shall provide resources, to meet the contractual obligations. All the resources mentioned at Annexure-B and other items required as & when, shall be provided by the contractor within the cost of its management fee.

41) **Variations**

The institute administration may order variations in the scope or quantum of work through a written Variation Order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

**42) Material:**

Any deviation in the quality and quantity of housekeeping equipments/tools/implements quoted will invoke penalty as per **Annexure-B**. In case, the agency has not provided the sufficient number of equipment(s)/tool(s)/implement(s), the institute may procure it in the larger interests of its housekeeping interest and deduct the cost from the bills of the agency.

**43) Risk Clause:**

- (a) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the TIA or a nominated official.
- (b) The agency and its staff shall ensure Pest/Animal/Rodent free ambience in the premises of the institute and plan, manage, collect and segregate dry and wet garbage in the earmarked area, efficiently transport and dispose the garbage in the disposal area. The work should be carried out in an eco-friendly manner and there should not any environmental hazard.
- (c) The onus shall lie on the Contractor to ensure that the garbage collection/ waste-disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gears including boots, gloves, masks, etc. shall be provided by the Contractor to the housekeeping staff.
- (d) In the event of any unfortunate incident occurring due to non-conformity to Para-43 (b) or (c) above, the onus shall lie on the contractor and he shall be liable to recoup the damage/loss and the TIA shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
- (e) The tenderer shall not assign or sublet this Agreement or any part thereof to any third party.
- (f) Training to the housekeeping personnel deployed in the institute must be imparted regularly on soft skills and ethics. Ways of working in a reputed national educational institution should be communicated to all contract staff.

**44) Force Majeure**

- (a) If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, Act of God, etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event.
- (b) Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- (c) The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

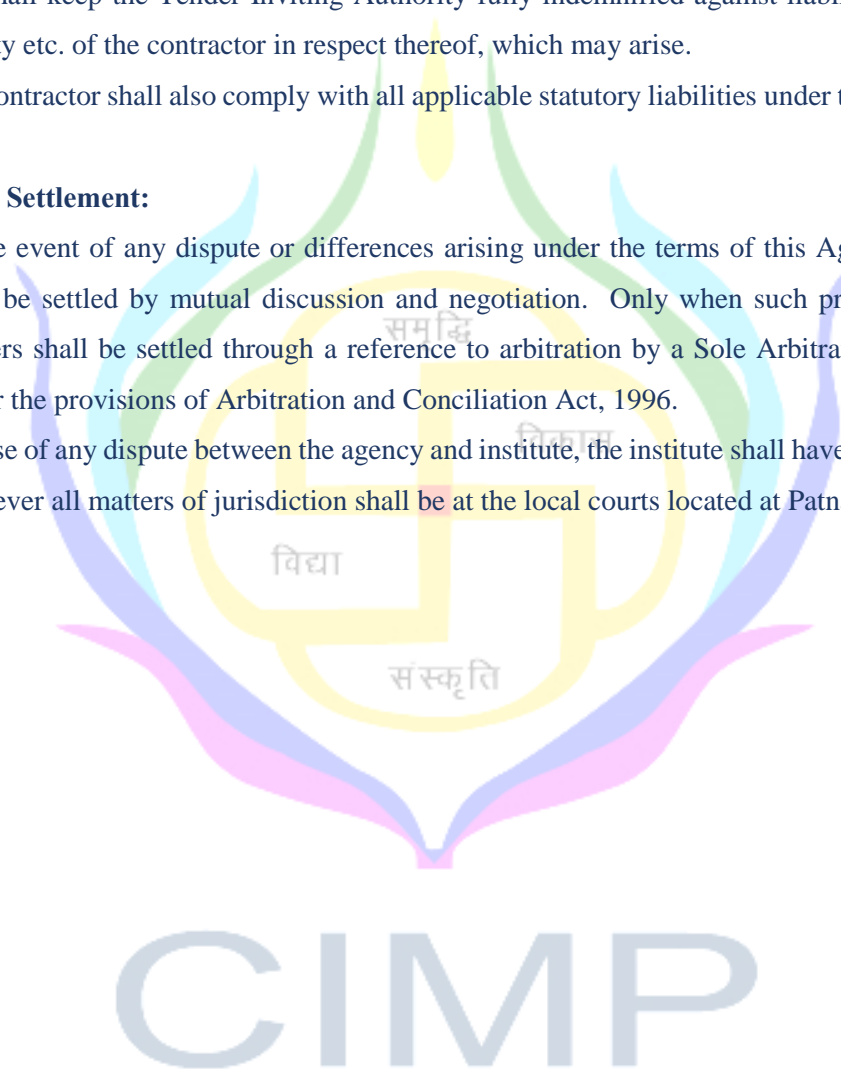
- (d) If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may have the option to terminate the contract.

**45) Obligation of the Contractor:**

- (a) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- (b) The contractor shall submit copies of acknowledgments substantiating filing of returns every year and shall keep the Tender Inviting Authority fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
- (c) The contractor shall also comply with all applicable statutory liabilities under the labour laws, etc.

**46) Disputes' Settlement:**

- (a) In the event of any dispute or differences arising under the terms of this Agreement, the same shall be settled by mutual discussion and negotiation. Only when such procedure fails, such matters shall be settled through a reference to arbitration by a Sole Arbitrator to be appointed under the provisions of Arbitration and Conciliation Act, 1996.
- (b) In case of any dispute between the agency and institute, the institute shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Patna only.



## SCOPE OF WORK OF THE HOUSEKEEPING AGENCY

### 1. AREA OF WORK

- a) This contract is a manpower contract to carry out the housekeeping services. This section describes, but does not limit itself to, the services required by the institute for upkeep of its premises.
- b) The bidder needs to consider and envisage all services that would be required in the maintenance of campus. Hence, bidders are advised to do a thorough assessment of these requirements by planning a visit to the campus. The technical and the financial bid should be based on assessment of the institute's need in the following areas that may be assessed through the pre-bid engagements.
- c) All open and covered areas within the boundary and circulating area of Chandragupt Institute of Management Patna will be in the scope of housekeeping services to be provided by the contractor. The housekeeping services are to be carried out in such a way the entire premises of the institute and its circulating area always looks neat and clean.
- d) Every care has been taken to cover all important aspects, areas requiring housekeeping services. These are however not exhaustive. CIMP may include additional scope of work within the premises, for which no additional payment shall be made.
- e) The agency has to provide requisite equipments, tools, implements, quality cleaning material/toiletries and chemicals to execute this contract. The institute shall not provide any material (equipments, tools, implements, quality cleaning material/toiletries and chemicals) to the agency to execute the contract. To the extent possible, the agency shall use mechanized equipments for housekeeping works.

### 2. CLEANING SERVICES

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire campus. The contractor and his management team shall supervise the work and take necessary steps for efficient management of housekeeping services resulting in a neat campus.

#### I. Daily Services:

- a) Housekeeping/cleaning services should be provided on all days including holidays, so that all areas are clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed **well before 08.00 AM** in Office Blocks and **by 10:00 AM** in the Hostels/Residential Blocks.
- b) Cleaning, Scrubbing and Disinfecting all Bathrooms, Toilets, Wash Basins, Sanitary Fittings, Floors, etc. in the campus on an hourly basis or as may be required.



- c) Refilling of premium quality Hand Wash/Sanitizer in all the Washrooms/Rest Rooms twice a day or as may be required.
- d) Cleaning, Sweeping, Mopping of Stair Cases, Lobbies, Reception, Pantry, Cafeteria, Corridors, with high quality disinfectants twice a day or as may be required.
- e) Vacuum Cleaning of all carpets and upholstered furniture once in a day or as per requirement/direction.
- f) Cleaning and Dusting of all Electrical Switch Boards, Light Fixtures, Fans, Air Conditioner Vents, Name Plates, Door Mats, Firefighting Equipment, Computer Systems, Phones, Network Equipments, TVs/Monitors, Photo-Copier Machines, Doors, Windows, Furniture, Window Glasses, Grills, Curtains, etc.
- g) Cleaning of all Dust Bins, Waste Paper Baskets, Cobwebs, etc. and Disposing off all collected refuse on daily basis at regular intervals. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full. Refilling, replacing and emptying of containers at all workstations and other locations must be ensured.
- h) Removal of trash from all dustbins in the campus and change the trash liner every evening before closing hours. All the Office Rooms/Lecture Halls/Conference Rooms shall be dry dusted and swept after the closing hours.
- i) The desks shall be cleaned with cleaning liquid/Colin/disinfectants in the morning. The office shall be mopped with quality floor cleaner in the morning.
- j) All Rooms, Lecture Halls and Toilets in the campus shall be cleaned using high grade cleaning liquid/Colin/floor cleaner/disinfectants and kept odour free using quality Deodorizer/Room Fresheners at regular intervals.
- k) Scrubbing/Cleaning of Toilets, Wash Basins, Sanitary Fittings, Glasses, Toilets, Floors, etc. on hourly basis or as per requirement/direction.
- l) Cleaning and disinfecting all vitreous fixtures including Toilet Bowls, Urinals, Sinks, Toilet Seats, and Containers etc. Thorough brushing upto below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include Liquid Hand Soap, Toilet Rolls, Air Fresheners, Sanitary Cubes, Naphthalene Balls in Toilets, etc. after daily checks in the morning, afternoons and on need basis during day time.
- m) Upkeep and maintenance of the Cafeteria/Pantry Area including Sink, Khurra, Draining Boards, Platforms, Dado, Cabinets and space to operate the necessary equipments such as Refrigerators, Deep Freezers, Microwave Oven, Water Coolers, Water Dispensers, Tea Vending Machines, etc.
- n) Cleaning of all open areas between the building and boundary including sweeping of Roads, Lawns, Paths, Drains, Closed Drainage Chambers etc. or as per requirement/direction.
- o) Shifting of furniture and/or other items from one floor to another or within the floor as and when required by the administration.

## II. Weekly Services

Deep cleaning of the entire campus shall be done by the Contractor once a week as mentioned below:

- a) Dusting of entire area including Windows/Window-Panes/Doors/Ledges/Elevation Frames, etc.
- b) Cleaning of ceilings and high walls, removal of wash/spit stains on walls, cleaning of roof-tops, porches, etc.
- c) Cleaning of sanitary fittings, toilet drain pipes etc. in the toilets with standard cleaning material.
- d) Cleaning of all window glasses and grills with detergent/cleaning agents.
- e) Cleaning of Lawns, Paths, etc. with High Pressure Jet machine or as per requirement/direction.
- f) Clean all chrome fittings, glass frames, Hand-wash Dispensers, etc. to a shiny finish.
- g) The contractor will make a cleaning program and submit to Officer-In-Charge of housekeeping of the institute for weekly cleaning so that the concerned official/In Charge for the particular area can be informed on the day of cleaning to make the area available.
- h) The Contractor shall maintain a record of all activities done daily/weekly/monthly and make it available for inspection by CIMP.

## III. Pest, Rodent and Reptile Control Services

- a) The agency shall take effective measures for Pest, Rodent & Reptile Control Services; including fogging, etc. in the area under contract.
- b) The agency shall use chemicals that are harmless to human beings and machines and treated area. The Contractor will be responsible for any damage to human beings/machinery by any chemicals used by him.
- c) Any damage caused to human beings/machinery/books/stationery due to Rodent, Reptile and Disinfection services in the areas covered under contract shall be made good by the Contractor.
- d) The Contractor will submit a detailed plan for carrying out the Pest, Rodent and Reptile Control Services for the approval of the TIA. Frequency of the services will be as per the requirement or as decided by the institute administration.

## 3. WASTE MANAGEMENT

- a) The agency shall plan, manage, collect, segregate (dry and wet) and treat waste in the earmarked area, efficiently transport and dispose off the waste in the disposal area. The work should be carried out in an eco-friendly manner and there should not any environmental hazard.
- b) Covered Trolleys should be used for transportation of waste. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.
- c) The Contractor shall collect waste in specified bags from all dustbins and garbage bins located inside the premises and shall dispose the waste at the designated area as directed by the institute administration.

- d) The onus shall lie on the Contractor to ensure that the Waste Management does not adversely affect the surroundings or personnel deputed for the work. Protective gears including boots, gloves, masks, etc. shall be provided by the Contractor to the housekeeping staff.

#### **4. UNDERGROUND & OVERHEAD WATER TANKS**

The Contractor shall clean & disinfect all the Underground & Overhead Tanks periodically after emptying the water from the tanks as per instruction of the institute administration.

#### **5. TERRACE CLEANING**

The Contractor shall clean the terrace periodically as per instruction of the institute administration.

#### **6. HOUSEKEEPING MONITORING AND CONTROL**

For better management and smooth services, the following monitoring mechanism shall be adopted by the Contractor:

a) Toilets Checklist:

This is to be affixed on the back of the toilet door. It is to be filled up by Supervisor/Housekeeping staff on hourly basis.

b) Management/Housekeeping Service Requirements/Complaints Report

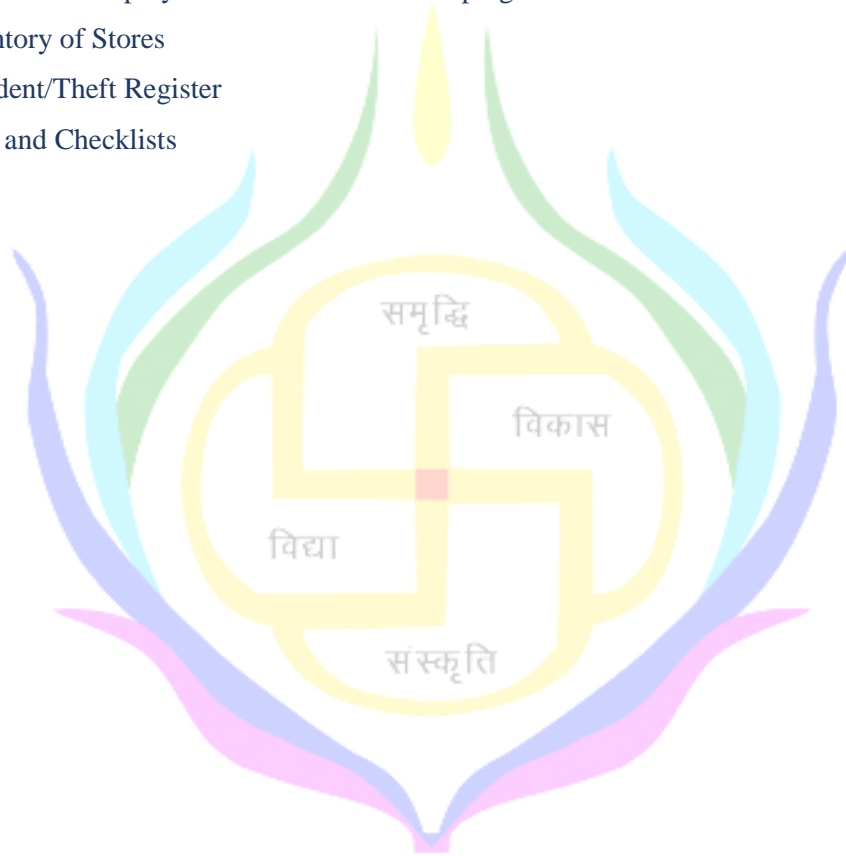
This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site and should be reported to the officer in-charge from CIMP.

c) Housekeeping Services Complaint Register

This register is to be filled on the basis of information received by the Housekeeping Supervisor from CIMP officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/e-mail, verbal complaints from CIMP etc. and necessary action taken for each of the complaint should be registered.

**7. DOCUMENTS TO BE SUBMITTED/MAINTAINED ON THE AWARD OF CONTRACT:**

- a) Organizational structure and the line of authority
- b) Housekeeping manual and all SOP (Standard Operating Procedures)
- c) List of equipments used
- d) Description for each category of housekeeping
- e) Maintaining records/details of:
  - (i) Complaint Book
  - (ii) Duty Roster/Deployment Sheet of Housekeeping Staff
  - (iii) Inventory of Stores
  - (iv) Accident/Theft Register
  - (v) Logs and Checklists



**CIMPA**

## I. RESOURCE REQUIREMENT

1. The agency is required to provide the following items to the housekeeping staff at its own cost:

S.N.	Description	Nos. required (Mandatory)	Penalty (per person/day) in the case of non-availability (₹)
1	Mobile Phone	For Housekeeping Supervisor	100/-
2	Shirt & Trousers/Salwar Kameez	For each housekeeping staff and Supervisor	200/-
3	Cap	-do-	50/-
4	Shoes	-do-	50/-
5	Belt	-do-	50/-
6	Photo Identity Card	-do-	50/-
7	Sweaters (During winters)	-do-	200/-
8	Gloves	For each housekeeping staff	100/-
9	Mask	For each housekeeping staff	100/-
10	Stationery (Books/Registers)	As may be needed	100/-

2. The number of items given above is to be maintained at site. Any shortage in the above, if observed at the site, will invite penalty as per Para-1 above.
3. No extra payment shall be paid to the contractor towards providing above items. The agency has to manage above items within the quoted Management Fee/Service Charges.
4. In case the agency fails to provide any of equipment tools, tackles continuously for a period of 15 (fifteen) days, TIA has the right to purchase the non-available equipment/tools or tackles on the market rates and deduct the cost of same from the contractors bill in addition to the imposition of applicable penalties.

# CIMMP

## II. MAN-POWER REQUIREMENT

S.N.	Particulars	Essential Qualifications	Number
01.	Housekeeping Supervisor	Preferably a Graduate with good communication skills in the age-group of 30 to 55 years with a minimum 8 years of experience. He should not have any physical or mental disability.	01
02.	Male Housekeeping Staff	Preferably a Matriculate in the age-group of 21 to 55 years with a minimum 5 years of experience. He should not have any physical or mental disability.	11
03.	Female Housekeeping Staff	Preferably a Matriculate in the age-group of 21 to 55 years with a minimum 5 years of experience. She should not have any physical or mental disability.	06
<b>Total</b>			<b>18</b>

P.S.:

1. The number indicated above is *indicative* only. The actual numbers may vary depending upon the need assessed from time-to-time.
2. The onus lies on the contractor to provide the minimum number of manpower as per the schedule.
3. All the housekeeping staff posted by the agency shall be verified of their police records and other information prior to posting in the institute.
4. The agency shall not post any such housekeeping staff whose relatives may be working in the institute.

CIMP

**TECHNICAL BID**  
**(In a separate sealed Cover-I super scribed as “Technical Bid”)**

01. Name of the agency :

02. Full Address of the agency :

03. Telephone No. of the agency :

04. FAX No. of the agency :

05. Email ID of the agency :

06. Website of the agency, if any :

07. Contact Person :

08. PAN of the agency :

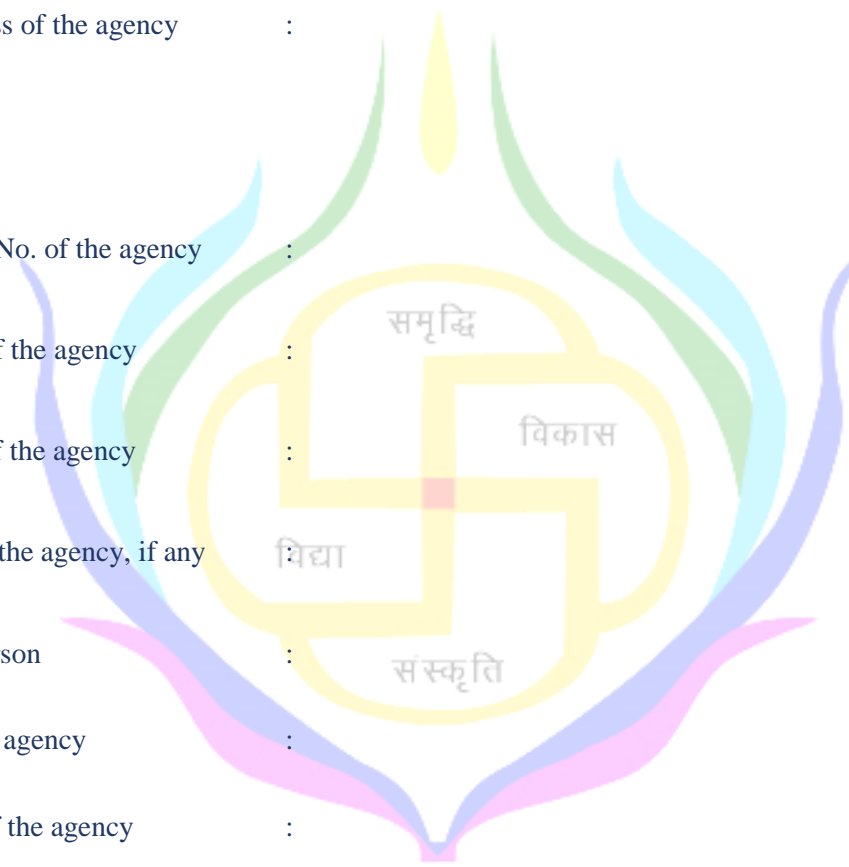
09. GST No. of the agency :

10. Trade License No. of the agency :

11. Credentials :

(a) Setup of the agency :

(Details of managerial, supervisory and other staff and also the number of muster roll staff available for performing this service)



CIMP

- (b) Does the agency has Labour License? Yes/No  
 (If yes, please enclose copy thereof. License to keep armed guards and license for guns /shots should also be enclosed)
- (c) Are you covered by the Labour Legislations, such as, ESI, EPF, and Gratuity Act etc.? Yes/No
- (d) If Yes to Para-11 (d) above, please provide your  
 (i) EPF No. :  
 (ii) ESI Code. :
- (e) Are you governed by minimum wages rules of the Govt. of Bihar? Yes/No  
 (If yes, please enclose substantiating documents thereof)
- (f) Do you have a valid ISO 9001:2000 or 9001:2008 Certification? Yes/No  
 (If yes, please enclose substantiating documents thereof)
- (g) Work Experience\*:  
 (This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a **Performance Certificate** from the organisation where the job was carried out for the last 3 years)

S.N.	Name and full address with Telephone No. and email ID of the organisation to whom services provided	Duration		Total Contract Period	Total Contract Amount (₹)	Reason(s) for termination of contract
		From	To			

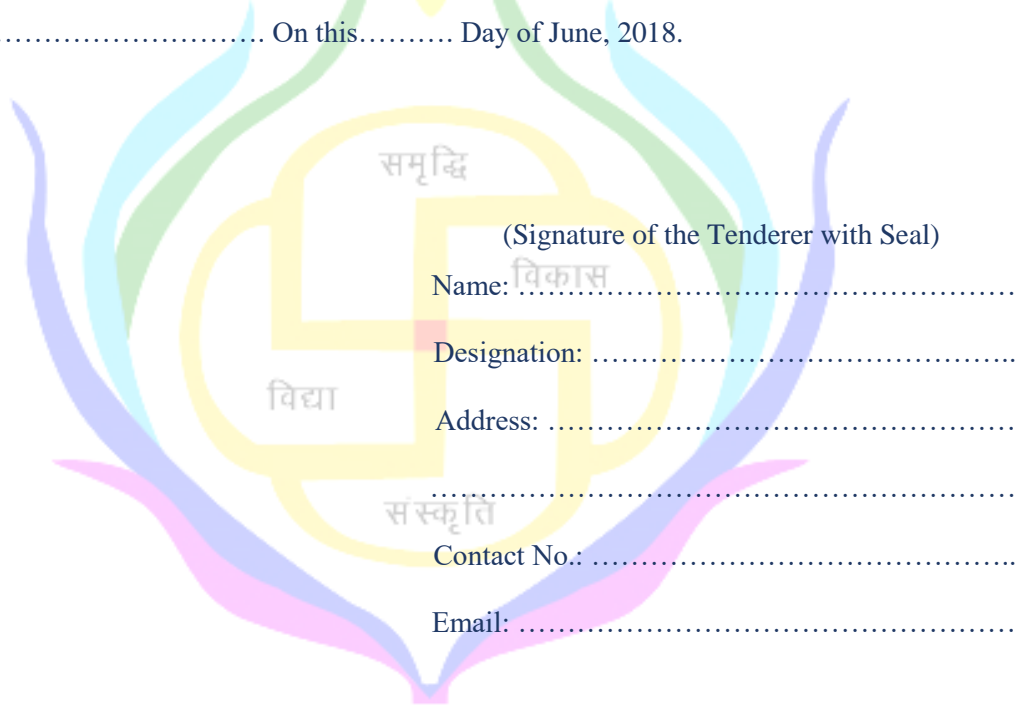
\*Attach additional sheet(s), if required



## DECLARATION

I hereby solemnly declare that the information furnished herein is true and correct to the best of my knowledge and belief. I understand that in the event of any of the(se) information found fully or partially incorrect at any point of time, CIMP may be at liberty to take any action against me as it may deem fit. I further testify that before putting my signature herein, I have carefully read and fully understood all the terms and conditions of this tender/document and hereby undertake to abide by them.

Signed at..... On this..... Day of June, 2018.



(Signature of the Tenderer with Seal)

Name: विकास .....

Designation: .....

Address: .....

.....

Contact No.: .....

Email: .....

# CIMP

**List of Enclosures (To be submitted with the Technical Bid):**

1. Tender Fee
2. EMD
3. Self-Attested copy of Firm's Registration/Incorporation Certificate with relevant authority in India
4. Self-Attested copy of Telephone bill/Electricity Bill/Registered Lease Deed supporting the address at Patna
5. Self-attested copy of Trade License Certificate
6. Self-attested copy of valid Registration Certificate under Contract Labour (Regulation and Abolition) Act, 1970
7. Self-attested copy of license issued by the Regional Labour Commissioner
8. Self-attested copies of PAN, GSTIN Certificate, EPF Registration, ESI Registration
9. GST and Income Tax Clearance Certificate of last financial year.
10. Self-attested copy of a valid ISO 9001:2000 or 9001:2008 Certification
11. Self-attested copy of the last three years of ITR of the agency
12. Statement of Average Annual Turnover of the last three FYs years from a registered practicing Chartered Accountant.
13. Audited Balance-Sheet along with Profit & Loss Statement of the last three years of the agency duly certified by a Chartered Accountant
14. Self-attested copies of Work Orders and Client's Satisfactory Certificates in support of qualification criteria.
15. Power of Attorney/Authorisation for signing the tender documents
16. Declaration that the agency or any of its partners/directors should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws by any court of law or any authority appointed to enforce such laws
17. Undertaking that no case is pending with the police against the Proprietor/firm/partner or the agency
18. Undertaking of the agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in CIMP.
19. Enclosure(s) as may be applicable under **Para-11 (b) to (g)** of **Annexure-C**
20. Acceptance of Terms and Conditions
21. Financial Bid **in a separate sealed cover** super scribed "**Financial Bid**"

## FINANCIAL BID

(To be printed on the Letter Head of the agency and submitted in a separate sealed Cover-II super scribed as “Financial Bid”)

S.N.	Particulars	Unit*	Rate** per person per month (₹)	Amount per month (₹)
01.	Housekeeping Supervisor Preferably a Graduate with good communication skills in the age-group of 30 to 55 years with a minimum 8 years of experience. He should not have any physical or mental disability.	01		
02.	Male Housekeeping Staff Preferably a Matriculate in the age-group of 21 to 55 years with a minimum 5 years of experience. He should not have any physical or mental disability.	11		
03.	Female Housekeeping Staff Preferably a Matriculate in the age-group of 21 to 55 years with a minimum 5 years of experience. She should not have any physical or mental disability.	06		
04.	Management Fee/Service Charges	-		
05.	GST	-		
	<b>Total</b>	<b>18</b>		

\* Excluding Relievers. Exact number may vary as per housekeeping requirements assessed from time-to-time.

\*\* The consolidated and all-inclusive quoted rates should not contain the wages component less than the minimum wages of Govt. of Bihar and must contain the break-up in the following structure:

S.N.	Description	Percentage (To be read in conjunction with the latest rules/acts/notifications of the government)	Housekeeping Supervisor (per unit)	Housekeeping Staff (per unit)
01.	Basic wages plus VDA# per month	-		
02.	ESI	4.75% (of Basic + VDA)		
03.	EPF	13.16% (of Basic + VDA)		
04.		<b>Total</b>		
05.	Leave/Weekly Offs	4.33 Days (Column-5/30*4.33)		
06.		<b>Total</b>		
07.	Bonus	8.33% of ₹7,000/- or (Basic + VDA) whichever is higher		
08.		<b>Total Grand</b>		

# Variable Dearness Allowance

P.S.:

No overwriting(s)/correction(s)/interlineation(s) etc. are permitted in the Financial Bid. Any such instance as such, if found, shall invite summary rejection of the bid.

## DECLARATION BY THE TENDERER

1. I hereby solemnly declare that the information furnished herein is true and correct to the best of my knowledge and belief.
2. I understand that in the event of any of the(se) information found fully or partially incorrect at any point of time, CIMP may be at liberty to take any action against me as it may deem fit.
3. I further testify that before putting my signature herein, I have carefully read and fully understood all the terms and conditions of this tender/document and hereby undertake to abide by them.
4. No other charge(s) shall be payable by the client.
5. There shall not be any increase in the rates during the Contract Period, except under the provisions contained under the Terms & Conditions.

Signed at..... On this.....संस्कृति Day of June, 2018.

(Signature of the Tenderer with Seal)

Name: .....

Designation: .....

Address: .....

Contact No.: .....

Email: .....

CIMP

## BANK GUARANTEE FORM FOR EMD

In consideration of the Senior Administrative Officer (hereinafter called the “Tender Inviting Authority” or “Client”) floating Tender No. SAO/116/1/14/HK/18-1 (hereinafter called “said tender”) for annual contract of housekeeping services as per terms and conditions mentioned in the above tender, M/s..... (Hereinafter called “Tenderer”) have decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for ₹1,00,000/- (Rupees One Lakh) only as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We \_\_\_\_\_ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the full liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We finally undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to ..... unless extended on demand by the Client notwithstanding anything mentioned above, our liability against this Guarantee is restricted to ₹75,000/- (Rupees Seventy Five Thousand) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

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(Signature of the Authorised Officer of the Bank)

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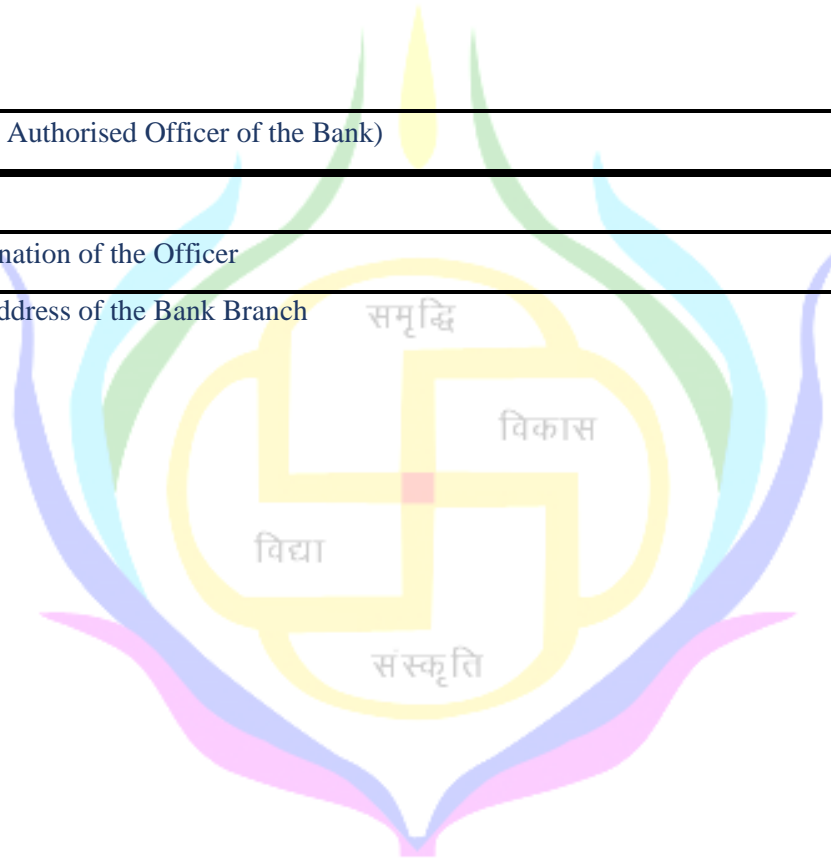
Name and Designation of the Officer

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Seal, Name & Address of the Bank Branch

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CIMP

## PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the Senior Administrative Officer (hereinafter called the “Tender Inviting Authority” or “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between Chandragupt Institute of Management Patna and M/s..... (Hereinafter called the “said Contractor”) for the work of providing Housekeeping Services having agreed to production of an irrevocable Bank Guarantee for ₹...../- (Rupees .....) only as a Security/Guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the full liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We finally undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to ..... unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to ₹...../- (Rupees .....) only and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

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(Signature of the Authorised Officer of the Bank)

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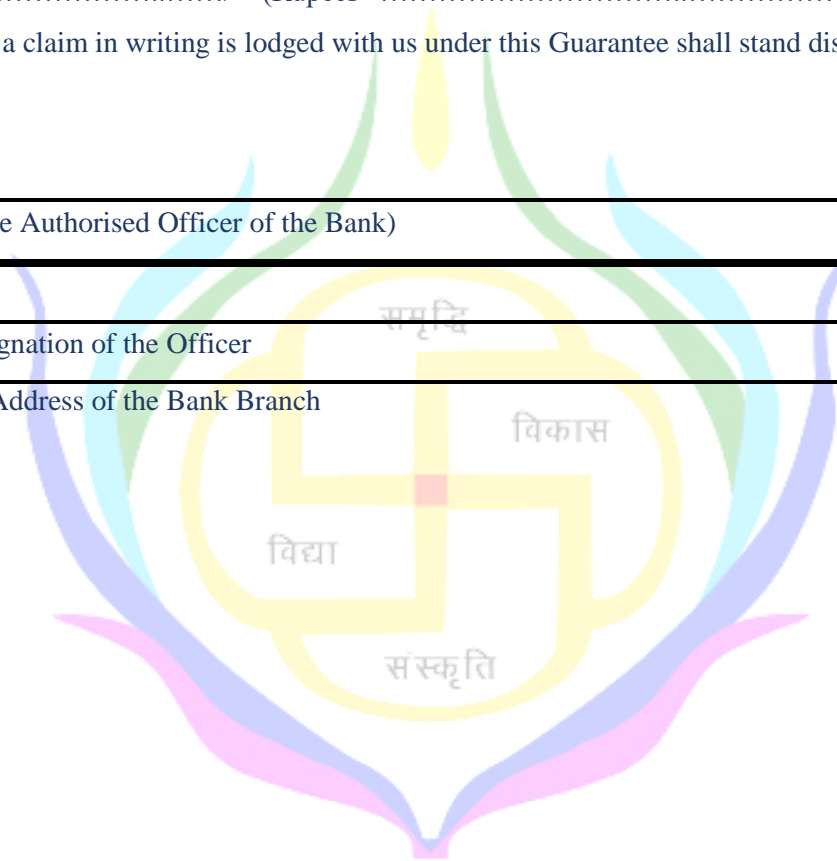
Name and Designation of the Officer

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Seal, Name & Address of the Bank Branch

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CIMP



FORMAT OF CONTRACT AGREEMENT

(On ₹1,000/- Non-judicial Stamp Paper, see ITB Clause-15)

This agreement is made at Patna on this ..... Day of ..... Two Thousand Eighteen between the Director, Chandragupt Institute of Management Patna, acting through Senior Administrative Officer, Chandragupt Institute of Management Patna, having its campus at Chandragupt Institute of Management Patna, Mithapur Institutional Area, Patna-800001 (hereinafter called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

AND

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_

(Hereinafter called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Housekeeping Services at its premises at Patna on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to housekeeping personnel deployed in CIMP. The 'Client' shall have no liability in this regard.

2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at CIMP premises. The 'Client' shall have no liability in this regard.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Letter of Acceptance issued by the Client.
  - b) The Supplier's Bid including Enclosures, Annexures, etc.
  - c) The General Conditions of the Contract
  - d) The Scope of Work
  - e) The Financial Bid
  - f) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.
4. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
5. The contract can be terminated by giving three month notice on either side.
6. In case of non-compliance with the contract, the 'Client' reserves its right to:
  - a) Cancel/Revoke the contract;  
and/or
  - b) Impose penalty up to 10% of the Total Monthly Bill.
7. Security Deposit equal to 10% of the **Annual Contract Value** (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement.
8. The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in CIMP premises.
9. The housekeeping personnel provided by the 'Agency' will not claim to become the employees of CIMP and there shall be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in CIMP premises.
9. There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Govt. of Bihar.
10. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
11. Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
12. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified

against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

13. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide.

However, all matters of jurisdiction shall be at the local courts located at Patna.

This Agreement will take effect from \_\_\_\_\_. The period of contract will be valid for one years and it may be further extended by maximum period of two years (1+1 ext.+1 ext.) subject to the satisfactory performance by the service provider.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed/(or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of the 'CIMP'

Signature of the Authorized Official

Signature of the Authorized Official

Name of the Official

Name of the Official

Stamp/Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_ By the said \_\_\_\_\_

\_\_\_\_\_(Name)

\_\_\_\_\_(Name)

on behalf of the 'Agency' in presence of

on behalf of the 'CIMP' in presence of

Witness

Witness

Name

Name

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_