

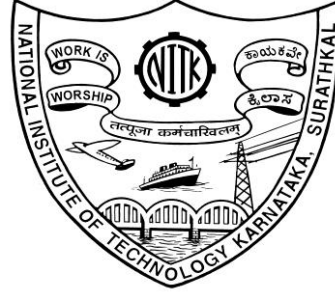
# NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)

Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039

E- mail: info@nitk.ac.in

Website: http://www.nitk.ac.in



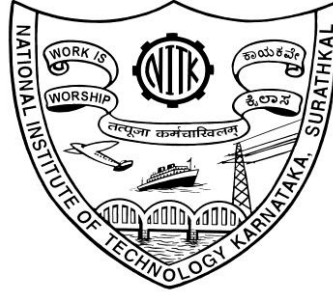
## TENDER DOCUMENT

<b>Name of the service</b>	<b>Providing (i) Housekeeping services and (ii) Food Services at Guesthouses of NITK, Surathkal</b>
<b>Date of receipt of filled tender document</b>	<b>: On or before 29/04/2019 at 3.30PM</b>
<b>Date &amp; Venue of Pre-Bid Conference</b>	<b>: On 03/04/2019 at 04.30pm Board Room, NITK</b>
<b>Date of opening technical bid</b>	<b>: 30/04/2019 at 4.30 PM (if possible)</b>
<b>EMD amount</b>	<b>: Rs 25,000=00</b>
<b>Place of availability of Tender</b>	<b>: Tender document can be downloaded from the Institute website <a href="http://www.nitk.ac.in">http://www.nitk.ac.in</a> &amp; <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a></b>
<b>Place of receiving tender</b>	<b>: In the Tender box kept at Accounts-1, Main Administrative -building, NITK, Surathkal. Srinivasnagar, Mangalore: - 575025</b>
<b>Contract duration</b>	<b>: Two years (extendable for further one year)</b>
<b>Tender document downloaded by (Name and address of the bidder)</b>	<b>:</b>

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## TENDER DOCUMENT

### TECHNICAL BID

Name of the service : Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses of NITK, Surathkal.

Name and address of the bidder :

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Name of Service: Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses of NITK, Surathkal

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No. NITK/GH/Outsource/2018-19/A2

Date: 27/03/2019

**NOTICE INVITING TENDER FOR PROVIDING (I) HOUSEKEEPING SERVICES; AND (II) FOOD SERVICES AT GUESTHOUSES OF NITK, SURATHKAL**  
**TWO COVER SYSTEM**

National Institute of Technology Karnataka, Surathkal (in short - NITK, Surathkal; referred hereinafter as the "Institute" also) is an autonomous Educational Institute of the Ministry of Human Recourses Development, Government of India imparting technical and science education. National Institute of Technology Karnataka, Surathkal is one of the "Institutes of National Importance" notified by the Govt. of India under the NIT Act – 2007 (Act No. 29 of 2007). NITK, Surathkal is located about 22 KM north of Mangaluru.

NITK, Surathkal has four guesthouses namely J.C Bose Guesthouse, CV Raman Guesthouse, Vikram Sarabai Guesthouse, Homi J Baba Guesthouse; and one ISH, located close to each other. These guesthouses are meant only for the exclusive use of Institute, Institute guests, Institute staff, students and their guests. NITK, Surathkal intends to engage a contractor meeting the eligibility criteria as specified in the tender document for **Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses at NITK, Surathkal**" on a contract basis.

In this connection, sealed tenders in "**Two-cover System**" (i. e **Technical bid and Price bid**) are invited in the prescribed format up to **3.30 PM on -----** from the agencies engaged in the business of housekeeping & Food services who have enough experience and capability as specified in the tender document.

The tenders (Technical bid) shall be opened on the same day if possible in the presence of bidders or their authorized agents who may choose to be present. The price bid of only such bidders whose technical bid is accepted shall be opened on a later pre-informed date.

1. The contract shall be effective from the date of the agreement or as specified later in the letter of the intent/ work order. Subject to the fulfillment of terms & conditions of the contract/ tender document, **the contract period shall be for TWO YEARS subject to satisfaction of the performance by evaluation of the service once in six months.** The contract is also extendable for further one more year subject to satisfactory performance of the contractor and at mutual consent.
2. The tender document can be downloaded from the Institute website <http://www.nitk.ac.in> & <https://eprocure.gov.in/epublish/app>. The tender document will be available for downloading from **9:00 hours on ----- up to 3.30PM on -----.**
3. Tender document will not be issued at the office, but to be downloaded from the website only. The other details and calendar of events are as follows:

**Date for downloading the tender document: From 9:00hrs on 27/03/2019 upto 3.30PM on 30/04/2019**

**Place of receiving tender document** : In the TENDER BOX kept at Office of the Dean (FW),  
First floor, Main Administrative building,  
NITK, Surathkal, Srinivasnagar, Mangaluru  
575025.

**Earnest Money deposit (EMD)** : Rs 25,000

4. **Earnest Money Deposit (EMD):** The EMD (Rs.25,000) should be submitted in the form of Demand Draft of any scheduled bank drawn in favour of the **Director, NITK, Surathkal** payable at Surathkal/ Mangaluru. EMD in any other form is not acceptable. Tenders received without the EMD will be rejected.

The EMD should be placed in a separate cover superscripting as “EMD” and stapled to the “Envelope No. 1 – Technical bid”. EMD of the bidder is liable for forfeiture as per the terms of the tender document in case of any default. The EMD of successful bidder shall be retained (along with the Security deposit) till the completion of the contract period (including extension if any). EMD shall bear no interest.

5. **SECURITY DEPOSIT (SD):** The successful bidder should deposit an interest-free Security deposit of Rs 2.00 lakh (Rupees Two lakh only) before entering into the agreement by means of a Demand Draft. This SD is in addition to the EMD submitted along with the tender.

6. **Procedure for submission of tenders:**

Intending bidder shall submit his offer in two separate sealed envelopes.

6.1 **Envelope No.1 – Technical bid:**

- 6.1.1 The bidder shall give all information that is insisted in the Tender Document, details of their technical soundness in carrying out similar service (in Government Departments/ Government Undertakings/ public sectors/ private sectors/ Educational Institutes/ Private firms). Similar service means providing Housekeeping services / Catering services.

- 6.1.2 The tender document (except Price bid portion) should be kept in this cover. This envelope should be superscripted as “**Envelope No. 1 - Technical Bid**”. Full name and address of the bidder should be mentioned on the envelope and should be addressed to “The Director, NITK, Surathkal”.

- 6.1.3 The envelope containing the DD towards EMD should be stapled to this envelope.

- 6.1.4 Certified/ self-attested copies of all related documents should also be kept in this envelope.

- 6.1.5 Information that called for in the tender document should be furnished in the relevant formats specified in the Tender document. If for any reason, information is furnished in a separate sheet, this fact should be mentioned against the relevant column. The bidders are requested to note that not giving complete information that called for or not giving it in clear terms or making any changes in the prescribed formats or deliberately suppressing the information shall result in rejection of tender. Information made by telegram/ fax/ e-mail and that received late will not be entertained.

6.2 **Envelope No. 2 – Price bid:**

Envelope No. 2 should be superscripted as "**PRICE BID**" mentioning the name of the service, name and address of the bidder and should contain **only price bid without specifying any conditions**. The financial quote should satisfy all the requirements and obligations of the bidder under all Statutory Labour Laws including Contract labour (Regulation and Abolition) Act 1970 and the latest amendments; Contract Labour (Regulation and Abolition) Rules 1971 and latest amendments; Minimum Wages Act – 1948 and latest amendments; Payments of Wages Act 1936 and latest amendments; and latest amendments; Payment of Gratuity Act 1972 and latest amendments; Employees' Provident Fund and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and latest amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and latest amendments - failing which the same shall be rejected.

6.3 Envelope No.1 (*stapled with envelopes containing EMD*) and Envelope No. 2 shall be put together in another envelope duly sealed. The envelope shall be superscripted as "**Tender for providing Housekeeping & Food Services at Guesthouses in NITK, Surathkal**" indicating the name and address of the bidder. The envelope should be addressed to the Director, NITK, Surathkal. The sealed tender should be dropped in the tender box.

7. **Minimum eligibility criteria for qualifying in Technical bid:**

7.1 The bidder must have established as a Manpower or Housekeeping Service Provider/ Caterer with a minimum of 5 years of experience as on 31.01.2019 (i.e. the agency must have established during Jan, 2014 or before). Self-attested copy of registration under Shops and Commercial Establishment Act/ State or Central government registrations as Manpower Service Provider/ Caterer shall be submitted as documentary proof.

7.2 The bidder must possess GST registration – a self attested copy should be submitted.

7.3 The bidder must possess PAN registration with Income Tax department – a self attested copy should be submitted.

7.4 The bidder must be registered under the Employees Provident Fund (EPF) Act - – a self attested copy should be submitted.

7.5 The bidder must be registered under Employees State Insurance (ESI) Act - – a self attested copy should be submitted.

7.6 The bidder must have the experience of having successfully completed similar service. Similar service means providing Housekeeping services / Catering services in any Government Department or Undertaking/ Public sector/ Private sector/ Educational Institute/ Private firms **for a period of not less than one year under a contract with not less than 50 workers**. Any running contract if completed one year as on 31.01.2019 shall also be considered under this eligibility condition. Copy of "Service done certificate" issued by the employer and a copy of the Labour licence obtained for the said service/ services from the concerned Labour officer (State or Central – as the case maybe) should be submitted by the bidder as proof on his experience.



- 7.7 Average annual financial turn over on similar service of the agency should not be less than **Rs.30.00 lakh** (Rupees Thirty lakh only) during the last three financial years. (i.e. during 2015-16, 2016-17 & 2017-18). Copy of audited statement of accounts & balance sheet should be submitted.
- 7.8 The bidder should not have abandoned or suspended any awarded work of any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.
- 7.9 The bidder should not have been blacklisted/debarred for competing by any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.
- 7.10 The bidder must have not less than 50 workers /manpower in his register of rolls as on Feb 2019. The details should be submitted as per the format provided in the tender document.
- Documentary proof for all the above items (7.1) to (7.7) should be submitted. **Affidavit for (7.8) and (7.9) should be submitted by the bidder as per the format provided in the tender document.**
- Copy of receipts of the latest tax returns/ payments in respect of 7.2, 7.4 and 7.5 above shall also be submitted.**
8. The Price bid of those bidders who qualify in the Technical bid shall only be opened on a pre-informed date.
9. The Institute shall evaluate the Technical bid strictly on the basis of eligibility criteria stipulated in the Tender document/ notice inviting tender. The decision of the Institute in this regard is final and binding on the bidder. No correspondences from the bidder in respect of the decision of the Institute on the evaluation of the technical bid shall be entertained.
10. **The bidders are advised to submit a copy of only such documents that are insisted in the bid document. They are advised not to submit irrelevant documents to make their bid voluminous.**
11. If a bidder qualifies in the technical bid and if his financial quote for housekeeping service is found to be violating the provisions of Minimum Wages Act; Contract Labour (R&A) Act and/ or other related Acts and Statutory obligations, then such price bid will not be accepted.
12. If the date(s) mentioned above falls on any incidental holiday, then the next working day will be the date fixed in place of the date falling on an incidental holiday.
13. Licence fee for the use of Kitchen and Dining hall shall be payable by the contractor as indicated in the tender document.
14. Any further details if required may be obtained from the office during the office hours.

15. The Institute reserves the right of rescheduling the calendar of events, make modifications to tender document before its submission by the bidder, cancelling the tender or accepting any tender other than the lowest or to reject all the tenders.
16. **Pre-Bid Conference:-**
- I) A Pre-bid Conference will be held as per the schedule. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Dean (P & D), NITK Surathkal, one day before Pre-Bid Conference (On or before 4.00pm).
  - II) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate NITK for the proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with an envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach NITK as indicated in Invitation to Bid.
  - III) NITK shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications/amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on NITK website [www.nitk.ac.in](http://www.nitk.ac.in) for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the NITK website after the Pre-bid Conference, in order to enable them to take cognizance of the changes made in the bidding document.
  - IV) Any Statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is made part of clarification proceeding of Pre-Bid Conference.

**Sd/-  
Registrar  
NITK, Surathkal**

**INTEGRITY PACT**

To:

..... (Name & address of the bidder)

.....

.....

Sub: NIT No. NITK/GH/Outsource/2019/A2 dated ----- for the service of **“Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses of NITK, Surathkal”**

Sir,

It is hereby declared that NIT-K, Surathkal is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid document, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NITK, Surathkal.

Yours sincerely

Registrar,  
NITK, Surathkal.

From:

..... (Name & address of the bidder)

.....

.....

To:

**Registrar,  
NITK, Surathkal,  
Srinivasnagar Post,  
Mangaluru – 575025.**

Sub: Submission of Tender for the work of “**Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses of NITK, Surathkal**”

Sir,

I/We acknowledge that NITK, Surathkal is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of the tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity in letter and spirit and further agree that execution of the said Integrity Agreement shall be separated and distinct from the main contract, which will come into existence when a tender/bid is finally accepted by NITK, Surathkal. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NITK, Surathkal shall have absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Duly authorized signatory of the

Bidder)

Seal and signature of the contractor.

*(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NITK, Surathkal).*

**INTEGRITY PACT AGREEMENT**

This Integrity Agreement is made at Surathkal on this ..... day of .....20 .....

**BETWEEN**

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act - 2007) represented through the Registrar, NITK, Surathkal (hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

Through ..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

**Preamble**

WHEREAS THE Principal / Owner has floated the Tender (NITK/GH/Outsource/2018-19/A2 dated -----) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "**Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses of NITK, Surathkal**"

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

**Article 1: Commitment of the Principal/Owner**

- i. The Principal /Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal /Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand,

- take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal /Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal /Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal /Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If the Principal /Owner obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal /Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/ Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidders(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
  - a. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender processor execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.
  - b. The Bidders(s)/Contractor(s) will not enter with other Bidders(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c. The Bidders(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further the Bidders(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidders(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e. The Bidders(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- iii. The Bidders(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- iv. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- v. The Bidders(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidders(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidders(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidders(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidders(s) from the tender process prior to the award of the Contract or terminate/determinate the Contract or has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidders/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors**

- 1) The Bidders(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**



This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more - and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

#### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

#### **Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of bidder/ contractor)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place: Surathkal.

Date:

Checklist

The bidder shall verify his tender properly before its submission and satisfy that all the information is submitted. **Copy of documents should be numbered (page numbering) at the bottom. Numbering should be started as Page No. 58 and continued; and should be properly attached (tagged) to the Technical Bid.**

Sl. No.	Requirement	Check		Page No. for ref.
<b>Check list for documents insisted under Eligibility criteria</b>				
1	The agency must have established as a Manpower or Housekeeping Service Provider/ Caterer with a minimum of 5 years of experience as on 31.01.2019 (i.e. the agency must have established during Jan, 2014 or before). Self-attested copy of registration under Shops and Commercial Establishment Act/ State or Central government registrations as Manpower Service Provider/ Caterer shall be submitted as documentary proof.	Whether submitted	Yes / No	
2	The agency must possess GST registration – a self attested copy should be submitted.	Whether submitted	Yes / No	
3	The agency must possess PAN registration with Income Tax department – a self attested copy should be submitted.	Whether submitted	Yes / No	
4	The agency must be registered under the Employees Provident Fund (EPF) Act – a self attested copy should be submitted.	Whether submitted	Yes / No	
5	The agency must be registered under Employees State Insurance (ESI) Act – a self attested copy should be submitted	Whether submitted	Yes / No	
6	The agency must have the experience of having successfully completed similar service. Similar service means providing Housekeeping services / Catering services in any Government Department or Undertaking/ Public sector/ Private sector/ Educational Institute/ Private firms for <b>a period of not less than one year under a contract with not less than 50 workers</b> . Any running contract if completed one year as on 31.01.2019 shall also be considered under this eligibility condition. Copy of “Service done certificate” issued by the employer and a copy of the Labour licence obtained for the said service/ services from the concerned Labour officer (State or Central – as the case maybe) should be submitted by the agency as proof on his experience.	Whether submitted	Yes / No	
	Copy of Labour licence obtained for the above service/ work	Whether submitted	Yes / No	

7	Average annual financial turn over on similar service of the agency should not be less than <b>Rs 30.00 lakh</b> (Rupees Thirty lakh only) during the last three financial years. (i.e. during 2017-18, 2016-17, & 2015-16). Copy of audited statement of accounts & balance sheet should be submitted.	Whether submitted	Yes / No	
8	The agency should not have abandoned or suspended any awarded work of any organization for the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.	Whether submitted	Yes / No	
9	The agency should not have been blacklisted/debarred for competing by any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be enclosed.	Whether submitted	Yes / No	
10	The agency must have not less than 50 workers /manpower in his register of rolls as on Jan 2019. The details should be submitted as per the format provided in the tender document.	Whether submitted	Yes / No	
<b>Checklist for general documents</b>				
11	EMD by mean of DD for Rs 25,000 or copy of MSME/NSIC Registration certificate(In case of bidders claiming exemption of EMD)	Whether submitted	Yes/ No	----
			DD No.	
12	If the bidder is a partnership company, copy of partnership deed.	Whether submitted	Yes/ No	
13	If the bidder is a Private/ Public Limited Company, a copy of MOA/ registration document of the company.	Whether submitted	Yes / No	
14	Copy of authorization to sign the tender document.	Whether submitted	Yes / No	
15	Letter of Transmittal in Letterhead of the bidder	Whether submitted	Yes/ No	
16	Price bid (in the price bid envelope)	Whether properly filled and verified	Yes / No	
17	Calculation sheet (in the price bid envelope)	Whether filled and verified	Yes / No	
Details of any other documents submitted: 1. 2. 3.				

GENERAL INSTRUCTIONS TO THE BIDDER AND CONDITIONS OF CONTRACT:

1. The tender is for providing (i) Housekeeping; and (ii) Food services under which the bidder shall provide trained personnel and shall use his best endeavours to provide satisfactory services as per the requirement of the Institute.
2. As estimated now, **total of 20 workers per day are required for housekeeping work. These numbers are only indicative.** These numbers may vary depending on the actual requirement. The workers engaged under housekeeping services will have to be deployed in shifts as per the requirement of the Institute. Additional manpower for housekeeping if required shall be arranged by the bidder at the contract rate.

**As regards to food services, the bidder shall workout the manpower required from his end. Payment for Food services is based on the "Price List" of food items [i. e breakfast, Lunch, evening snacks, Dinner & beverages etc.] as fixed by the Institute.**

3. All statutory benefits to the workers engaged under this contract (both housekeeping services and Food services) should be given to them by the contractor including leave, leave wages and national & festival holidays as per the statutory norms.
4. **The variation for engaging workers engaged for housekeeping services under the contract is limited to plus or minus 50%.**
5. Verification of Character & Antecedents: The antecedents of workers deployed shall be got verified by the contractor from Police authority and an undertaking in this regard should be submitted to the Institute along with the list of workers engaged.
6. The successful bidder shall take group insurance on workers engaged under this contract on signing the contract.
7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in outright rejection of the bid, in addition to other punitive measures.
8. **The bidder who submits a tender shall fill up the tender form (Price Bid) stating at what rate he shall provide the workers for housekeeping services.** The rate shall be mentioned both in figures and words.
9. The bidder shall initial all corrections and over-writing. **Use of correction fluid anywhere in the tender is not permitted.** The rate quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder.
10. The tender shall be valid for **90 days** from the date of its submission for acceptance. Withdrawal of a tender after its submission is not permitted. If a bidder withdraws his tender after its submission, then the EMD is liable for a forfeiture in full.
11. The tender of any bidder who does not accept the conditions contained in the tender document is liable to be rejected.

12. Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions shall be rejected.
13. **The bid must be dropped in the Tender box only. Any bid received other than through tender box shall not be considered and rejected summarily.**
14. All Statutory tax deductions at source (TDS) connected with the contract shall be made from the contractor's bill at the rates in force from time to time. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits.
15. Income tax shall be deducted at source at the rate in force from time to time from the service provider/ contractor's bill.
16. The service provider/contractor shall pay the GST directly to the concerned authority and submit the remittance details to the Institute.
17. The price quoted by the bidder for Housekeeping services should be **INCLUSIVE of all taxes or cess existing** and/ or future, new or enhanced (if already declared while submitting the tender date) and all other statutory obligations, but excluding GST. The GST should be shown separately.  
**food service: The "Price list" fixed and approved by the Institute (indicated in 'Price bid part' of the document) is inclusive of GST,**
18. The rate quoted by the bidder for **housekeeping services shall be firm throughout the contract period** and there shall be no upward revision of the rates for any reasons whatsoever. It should be clearly understood that any claim for changes will not be entertained in any case once the tenders are opened. **However, any change in the Minimum wages during the currency of contract period shall be considered for reimbursement as per the related clauses of the contract as applicable.**
19. The acceptance of tender shall rest with the Institute. The Institute is not bound to accept the lowest tender and reserves the authority to reject any or all the tenders.
20. The Institute reserves the right of accepting whole or any part of the tender and the bidder shall be bound to perform the same at the quoted rates.
21. On accepting the tender, the contractor shall intimate the name(s) of his accredited representative who would be supervising the service/ work and would be responsible for taking instructions for carrying out the job.
22. The decision of the Institute with regard to the quality/performance of service shall be final and binding on the contractor.
23. **One bid per bidder:** Each bidder shall submit only one tender either by himself or by representing a firm.
24. The bidders are advised to visit the Institute and acquaint themselves with the operational system. The cost of the visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to the Institute and is aware of the operational conditions prior to submission of his bid.

25. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the tender document.
26. The bidder shall check the pages of the tender document against page numbers given in the Index after downloading. The tender document should be submitted as a complete set with all pages signed by the bidder.
27. **In case the bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the Institute before 17:00 hours on ..... in writing.** All such clarifications, together with all details on which the clarification had been sought will be uploaded to the NITK website. Such clarifications shall form part of the tender document.
28. Bid and all accompanying documents shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English translation shall prevail in matters of interpretation.
29. The bidder shall quote his rate in Indian rupees.
30. Conditional bids/ offers shall be summarily rejected.
31. A bidder signing the bid document must specify whether he signs as
  - (i) A sole proprietor of the firm or constituted attorney of such proprietor;
  - (ii) A partner/ managing partner of a partnership firm. In this case, he must have a clear legal authority to sign for the firm.
  - (iii) Constituted attorney, if for a Company.
32. If an individual makes the tender, it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm, it shall be signed by all the partners or the authorized signatory who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. In case the tender is made by or on behalf of a company incorporated under the Companies Act 1956, it shall be signed by the Managing Director or by one of the Directors duly authorized on this behalf and shall include a copy of the 'Power of Attorney' with the tender. A certified copy of the registered Deed shall also be submitted along with the tender.
33. The Institute will declare a firm/ bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.
34. The price bid of bidders who have not qualified in the technical bid shall not be opened.
35. The service provider/ contractor will not be entitled for any compensation for any loss suffered by him on account of delays in commencing or executing the service/ work, whatever the cause for such delays may be.

36. Workers engaged for housekeeping services and food services under the contract shall NOT be put on duty on an overtime basis.
37. The EMD should be in the form of DD of any Scheduled Bank drawn in favour of the DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL, payable at Surathkal/ Mangaluru.  
  
E.M.D of the unsuccessful bidder will be refunded without any interest within 90 days from the date of submission of the tenders. The E.M.D. shall be forfeited if a bidder withdraws his bid during the period of validity specified.
38. EMD of the successful bidder shall be retained until the successful completion of the contract. EMD shall bear no interest.
39. **SECURITY DEPOSIT:** The successful contractor should deposit an interest-free Security deposit of **Rs 2.00 lakh** before entering into the agreement by means of a Demand draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal payable at Surathkal/ Mangaluru.
40. **Forfeiture of EMD and SD:** The EMD and SD shall be forfeited in case of any breach of terms and conditions of the contract.
41. **RELEASE OF EMD and SD:** The EMD and SD of the successful tenderer shall be returned without any interest on completion of the contract period after adjusting any dues from him on producing a "No Dues Certificate" from the Assistant Labour Commissioner (Central), Mangaluru.
42. The Contractor shall not sub-let the contract or any part thereof or any benefit or interest therein or thereunder.
43. The Institute will not provide residential accommodation to any of the workers of the contractor. **The contractor shall have to make his own arrangement for the residential accommodation of workers outside the institute campus.**
44. The Institute shall not be under any obligation for providing employment to any of the workers of the contractor after the expiry of the contract. **The Institute does not recognize any employee-employer relationship with any of the workers of the contractor.**
45. If any overpayment is detected as a result of the post-payment audit, it shall be recovered by the Institute from the bidder/contractor out of his bills or deposits.
46. The contractor shall ensure full compliance with the tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty etc of the contractor in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required by the order of the Law to fulfill the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or deposits.
47. Subject to the Institute's right to accept any tender/ reject any or all the tenders, the NITK, Surathkal will award the contract to the bidder whose bid has been determined to be substantially responsive who has offered evaluated Tender Price, provided further that the bidder has the



capability and resources to carry out similar type contracts effectively. Eligibility shall be based on the evaluation of the details furnished in the bid. Copies of the testimonials and other documentary evidence must be submitted along with the Bid for evaluation and confirmation of qualifying requirements. Bids of those tenderers, who in the opinion of the Institute do not satisfy the above requirements, will not be considered.

48. **Determination of successful bidder:** The bidder (technically qualified) who quotes lowest price bid offer for the Housekeeping services shall be declared as the successful bidder, subject to its fulfillment to statutory requirements, benefits and payments.

The successful bidder to whom the contract is awarded shall also execute the food services at the Price List approved by the Institute.

49. Prior to the expiry of the period of validity of the tender, the Institute will notify the successful bidder in writing by registered/ speed post letter that his tender has been accepted. This letter (hereinafter referred as the Letter of Intent) shall name the sum, which the Institute will pay the contractor in consideration of the execution of the work/service by the contractor as specified in the contract document (hereinafter called as the contract price). This letter of Intent will form a part of the Contract.

50. On receipt of this letter of Intent, the successful tenderer will have to enter into an agreement. If the tenderer fails to execute the agreement within the specified time, the earnest money deposit shall be forfeited to the Institute and the tender will be rejected. If any loss to the Institute results as a result of such measures due to the default of the tenderer, the same will be recovered from the tenderer by the suitable course of action including legal proceedings.

The cost of the non-judicial stamp paper/ document paper required for the agreement shall be borne by the service provider/ contractor.

51. Amendment of tender document: At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids.

52. **License fee:** The license fee for the use of Kitchen and Dining for food services shall be paid by the contractor. The License fee shall be ₹ 6,860 per month plus GST as applicable.

53. **Water charges of ₹ 1000 per month (GST Extra) will be paid along with the License Fee fixed or Meter reading whichever is applicable.**

**SCOPE OF WORK OF THE CONTRACTOR [SERVICE PROVIDER]:**

**1. Details of Guesthouses:**

The institute has four guest houses namely J.C Bose Guesthouse, CV Raman Guesthouse, Vikram Sarabai Guesthouse, Homi J Baba Guesthouse; and one ISH, located close to each other. The guesthouses have AC and Non-AC rooms and all the rooms are furnished with two single cots, portable television, chairs with cushion and attached toilet/bathroom. In addition, it has a dining hall and two common rooms.

**2. The scope of work – Housekeeping services:**

The scope of work includes housekeeping services of the guesthouses, maintenance of rooms & halls and any other related work as assigned from time to time. **The workers engaged under housekeeping services shall not be diverted for food services.** Besides the following, the instructions issued from time to time shall also be attended.

**2.1 Cleaning of rooms:**

- a. Sweeping of floors with broom followed by wet mopping or by the use of scrubber with the hygienic chemical.
- b. Cleaning of toilets followed by wiping with a dry duster.
- c. A dusting of furniture and furnishings.
- d. Changing bed sheets, bedspread, pillow covers, bath-towel and hand-towel on alternate days or on every change of occupancy.
- e. Making good the rooms before the arrival of a new guest, spraying fragrance to impart freshness, placing deodorant and (sample) bathing soap in the toilet, providing fresh drinking water.

**2.2** Cleaning of all corridors and staircases including sweeping with broom followed by wet mopping/scrubbing.

**2.3** Sweeping of building apron, internal roads and walkways, lawns, etc.

**2.4** Collection of garbage/wastes from rooms, building premises, kitchen and their disposal to a designated yard.

**2.5** Cleaning of the kitchen, dining hall (which are not in the scope of work of food service), attached toilets etc. at least twice a day. Cleaning includes sweeping of floors with broom followed by wet mopping/scrubbing, a dusting of furniture, wall tiles, doors and windows, etc.

**2.6** The lawn should be cleaned daily by removal of dried leaves; wastes etc. and grass should be cut regularly to restrict the extra growth of grass.

**2.7** Clearance of wild growth in the open area is to be carried out by spade/sword regularly to make the surrounding area of the building clean and pleasant.

2.8 **The scope of work - Food Services:** The contractor shall prepare food in the Guesthouse and serve it to the guests. The cost of all food items/ ingredients shall be borne by the contractor. The food shall be supplied at the price list approved by the Institute.

All the occupants of the guesthouses are very important and special guests for the institute. **Hence, they have to be served delicious, neat and healthy food every time on payment basis according to the sample menu (ANNEXURE- I) at the PRICE LIST indicated.**

2.8.1 Cleaning & upkeep of dining hall before and after each meal. Dusting and cleaning of dining tables & chairs frequently. Cleaning and keeping the Kitchen tidy and hygienic.

2.8.2 If requested by the guests, food is to be supplied to the rooms also.

2.8.3 To provide services to Institute official requirements in terms of tea/coffee/milk, snacks and breakfast/ lunch/ dinner as ordered.

2.8.4 The workers engaged under Food services shall be provided with hand-gloves, Head-covers, gowns etc and the contractor should see that they are properly worn.

2.8.5 Wastes / municipal wastes generated shall be disposed of as per the City Corporation norms by the Contractor on daily basis at his own cost.

2.8.6 Food service to general public/ outsiders at Guesthouse is not permitted.

2.8.7 Preparation of Food in the Guesthouse for the purpose of outside catering (other than Institutes' use) is not permitted.

2.8.8 The contractor shall collect the food bill from the boarders at the Dining hall itself at the rate fixed by the Institute. The food bill of **only the Institute guests** shall be paid by the Institute on monthly basis to the contractor.

2.9 **The scope of work – General.**

2.9.1 The workers deployed in the guesthouses under the contract should behave politely and honestly. They should possess good health and should be energetic in nature.

2.9.2 The workers engaged by the contractor are not permitted to use any of the facilities provided in the Guesthouse rooms including the use of toilets in the rooms.

2.9.3 The contractor shall supervise effectively the operation of guesthouses and follow all the instructions and requirements given by the institute officials.

3. **Facilities made available from the institute:**

The institute shall supply following articles for the use in the guesthouses

3.1 Complete furniture, furnishings, air-conditioner, electrical gadgets, and window curtains.

- 3.2 Bucket, mug, jug, flask, hangers, dustbin, crockery for all the rooms.
- 3.3 Complete furniture for the guesthouse office use.
- 3.4 Complete furniture, furnishings, electrical gadgets, cooking appliances, utensils, crockery for kitchen and dining.
- 3.5 Bulbs, tube lights, fans, geysers etc. including replacements.
- 3.6 Consumables such floor cleaners, soaps, broomsticks, mops, deodorants etc.
- 3.7 All the utensils and kitchen equipment required for Food services, **except the cost of LPG gas.**

4. General responsibility of contractors:

- 4.1 The contractor has to furnish a weekly report and progress report to the office of The Dean (P&D) and also take advice for the progress of work.
- 4.2 The contractor has to maintain their daily worker attendance and work report, which is to be counter-signed by the concerned official of the Institute. The contractor shall maintain all necessary Registers and Records as required under statutory provisions. He shall maintain an Attendance Register of his workers engaged under this contract.  
  
Health check-up of workers should be carried out by the contractor on a quarterly basis and a record of the examination should be maintained
- 4.3 No cooking on electrical stoves shall be permitted.
- 4.4 Kitchen and Dining hall shall be kept clean and hygienic as a part of the Food services. **The workers engaged under housekeeping services shall not be diverted for Food services.** If the works engaged under housekeeping found to be diverted for food services, **the cost of such diverted work portion shall be deducted from the Housekeeping services.**
- 4.5 Any loss/damage of property of guesthouses by workers of the contractor, the cost for the above damage/loss will be charged to the contractor as decided by the Director, NITK, who is competent authority of the institute.
- 4.6 The wages to the employees engaged under this contract shall be paid only through account payee cheques after getting it verified from the concerned section of the Institute. However, on written approval, wage shall be disbursed directly in the presence of a concerned/ authorized officer of the Institute if there is any specific problem in issuing the cheque.
- 4.7 The contractor shall give an acknowledgment for the materials handed over to him from the Institute. All such materials shall be returned in good working condition on completion of the contract period.

- 4.8 The contractor shall provide uniform to all the personnel engaged for housekeeping service and see that they are in uniform while on duty including hand gloves.
- 4.9 The contractor shall provide the identity card to all the workers engaged under this contract.
- 4.10 No alcoholic drinks and Statutory banned items/articles/ consumables shall be consumed by the workers of the Contractor during duty hours nor they shall be under the alcoholic influence.
- 4.11 The contractor shall comply with all his responsibilities mentioned in other sections of this tender document.
- 4.12 Contractor shall obtain a Licence from the Assistant Labour Commissioner (Central), Mangaluru before the commencement of the contract work and keep it in currency throughout the contract period.

## CLAUSES OF CONTRACT

**1. CONTRACTOR/ SERVICE PROVIDER IS THE EMPLOYER OF ALL WORKERS ENGAGED BY HIM:**

The contractor/ service provider is the employer of all workers engaged under this contract. They shall not be treated as employees of the Institute. The Institute does not recognize any employee-employer relationship with any of the workers/ employees of the contractor.

All statutory payments in connection with the employment of the workmen under this contract shall be borne by the Contractor/ service provider.

The contractor/ service provider should take all required registrations and pay premiums correctly to labour welfare funds; ESI; EPF etc constituted by the Union Government and Government of Karnataka from time to time.

**2. PERIOD OF VALIDITY OF TENDER**

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders (except for the Minimum wage). If any tenderer withdraws his tender before it or makes any modifications in terms and conditions of the tender, then the Institute has the liberty to forfeit the Earnest Money Deposit.

**3. DISBURSEMENT OF PAYMENT:**

The wages to the employees engaged under this contract shall be paid only through account payee cheques after getting it verified from the concerned section of the Institute. However, on written approval, wage shall be disbursed directly in the presence of a concerned / authorized officer of the Institute if there is any specific problem in issuing the cheque.

**4. SUB-LETTING NOT PERMITTED:**

No part of the contract shall be sublet without the written permission of the "Institute" nor shall transfers be made by "Power of Attorney" authorizing others to carry out the work.

**5. SUB-CONTRACTING:**

The Contractor/ service provider shall not sub-contract any part of the Work/ service without the written consent of the "Institute" and such consent, if given, shall not relieve the Contractor from any liability or obligation under the contract and the Contractor shall be responsible for all the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

**6. DURATION OF CONTRACT:**

Subject to the fulfillment of the terms and conditions of contract/ tender documents, the contract period shall be for TWO YEARS from the date as specified in the Letter of Intent/ work order. The performance of the contractor shall be evaluated by the Institute once in every six months. If the performance is not satisfactory in the opinion of the Institute (which is final and binding on the

contractor), then the Institute shall terminate the contract giving two months notice. The contract is also extendable for further one year subject to the fulfillment of contract conditions and at mutual consent.

**7. INSURANCE:**

The successful bidder shall take group insurance on workers engaged under the contract on signing the contract. The premium amount may be borne by the beneficiary.

**8. INDEMNITY BOND:**

The Contractor/ service provider shall indemnify the Institute against all claims for loss or damages or compensation due to the negligence of the Contractor in performing his responsibilities and duties and that may be made by his employees or users or third parties.

The Contractor/ service provider shall indemnify against all losses and claims for injuries, death or damages to any person or property whatsoever which may arise out of or in consequence of the contractor's work and against all claims, demands, proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

**9. REMOVAL OF WORKMEN:**

The "Institute" shall be at liberty to object to and require and Contractor to remove forthwith from the Work any person employed by the Contractor in or about the operation or maintenance of the Work who in the opinion of the "Institute" misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the "Institute" to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the "Institute".

**10. COMMUNICATIONS TO BE IN WRITING:**

All references, communications, correspondences made by the "Institute"/ the Institute's representative or the Contractor in connection with the Work shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

**11. USE OF PREMISES:**

The Contractor shall not occupy any land, building belonging to or in the possession of the "Institute" without prior approval of the Institute.

**12. LABOUR; LABOUR RULES:**

In respect of all labour (directly or indirectly) employed by the Contractor, the Contractor shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971. Minimum Wages Act - 1948, Payments of Wages Act 1936, Payment of Gratuity Act 1972 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour

employed on Work and for EPF retirement benefits, retrenchment/lay off, compensation etc. The rules and the other statutory obligations with regard to minimum wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract. Violation of any of these shall be deemed as violation of the clause/ clauses of this contract.

The contractor shall abide by and comply with all relevant laws and statutory requirements covered under Labour (R&A) Act, Minimum wages Act, EPF, ESI etc. It shall be the responsibility of the contractor to provide the details of manpower engaged by him to the Institute as well as to the Labour Department.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

**13. SUBMISSION OF DETAILS OF PAYMENT MADE:**

The contractor shall submit to the Institute every succeeding month, the details of salary of previous month given to his employees with copy of salary slip, details of cheque given towards salary, EPF, ESI, etc. or the copy of the receipt obtained from the staff, as per the Labour Act/ Labour Rules, for the Institute record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time.

Failure to comply with this, the agreement is liable for termination without any notice.

**14. DETAILS OF GST PAID TO BE SUBMITTED:**

The contractor shall submit to the Institute every succeeding month or every succeeding quarter – as the same may be - the details of GST of previous month/ previous quarter claimed under this contract and remitted to the concerned department. Failure to submission of these details, the GST claimed shall not be passed for payment, which can be claimed separately again for reimbursement duly giving the details of the remittance of the same at the concerned office.

**15. RESPONSIBILITY OF SAFETY & REPORTING ACCIDENT.**

The Contractor shall be responsible for the safety of all employees and/or Workers employed or engaged by him and shall forthwith report all cases of accidents to any of them, however, caused and whenever occurring, to the "Institute" and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

**16. ACCIDENT OR INJURY TO THE WORKERS OF THE CONTRACTOR.**

The "Institute" shall not be liable for, in respect of any damages to the workers of the contractor or compensation payable in consequence of any accident or injury or death of the workers engaged by the contractor.

**17. PRESERVATION OF PEACE:**

The Contractor shall take requisite precautions to prevent any riotous or unlawful behavior by or amongst his workmen and/or others, for the preservation of peace and protection of the inhabitants and security of property.



18. **TERMINATION OF CONTRACT:**

The Contract can be terminated by giving **two months** prior notice on either side. But the prior notice is not required for termination of the contract if the contractor violates any of the terms and conditions of the agreement.

**Determination of the contract**

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

- i) If the contractor having been given by the Institute a notice in writing to rectify, improve the quality of service or replace any worker or that the service work is being performed in an inefficient or improper or bad manner - shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding-up order.
- iii) If the contractor has, without reasonable cause, suspended the service work or has failed to proceed with the service work with due diligence so that in the opinion of the Institute (which shall be final and binding) that the contractor will be unable to perform the contract properly and continues to do so after a notice in writing of seven days from the Institute.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute.
- v) If the contractor fails to start the contract within the time that stipulated in the work order.

When the contractor has made himself liable for action under any of the cases aforesaid, the Institute shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the competent authority of the Institute shall be conclusive evidence). Upon such determination or rescission, the Earnest money deposit and Security Deposit shall be forfeited and shall be absolutely at the disposal of the Institute.
- b) To take any legal actions against the contractor.

In the event of above course (s) being adopted by the Institute, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the contract or the performance of the contract.

**19. PAYMENT OF BILLS:**

The Contractor shall submit his bill in duplicate before the 5<sup>th</sup> day of succeeding month to the Institute along with the copy of all related documents. The bill shall be cleared by 15<sup>th</sup> day of the month as far as possible. However, for any delay in clearing the bill, no interest shall be paid.

In case of Food services, food bill of only the Institute guests shall be paid on monthly basis.

**20. RECOVERY OF STATUTORY PAYMENT LIABILITY:**

In case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central Rules, 1971; Minimum Wages Act – 1948; Payments of Wages Act 1936; Payment of Gratuity Act 1972; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010; related Rules framed under these Acts; other Statutory obligations on the part of the contractor, Institute is obliged or made to pay or happens to pay any amount or wages to personnel employed by the contractor in execution of the work/ service, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the contractor, then the Institute will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred.

Without prejudice to the right of the Institute under sub-section (2) of Section 20, and sub-section (4) of Section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, Institute shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Institute to the contractor whether under this contract or otherwise. The Institute shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Institute full security for all costs for which Institute might become liable in contesting such claim.

**21. LABOUR LICENCE:**

The contractor shall obtain a valid licence from the Assistant labour Commissioner (C) under the Contract Labour (Regulation & Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the service work, and continue to have a valid license until the completion of the contract.

Any failure to fulfill this requirement shall attract the penal provisions of this contract including termination of the contract.

**22. LIQUIDATED DAMAGES/ COMPENSATION FOR DEFAULT:**

In case of any default such as occurrence of theft; damage to the Institute property on account of negligence of the contractor in performing the obligations under this contract, non-adherence to the instructions or similar default, then the contractor shall be liable to pay liquidated damages at the rate of **Rs 5,000 per incident (Rupees Five thousand only)**. The liquidated damages shall be recovered by the Institute out of the amounts, payable to the Contractor or from the Security

deposits if not paid by the contractor. The liquidated damage so collected is not refundable. This is in addition to the cost of the property/ goods damaged/ goods theft.

23. **SETTLEMENT OF DISPUTES / ARBITRATION:**

As far as possible, disputes shall be settled mutually.

In case of any dispute or difference (*unsettled mutually*) in relation to this tender or agreement, the same shall be decided by an Arbitrator to be appointed by the Director of NITK under Arbitration and Conciliation Act, 1996 (26 of 1996). The venue of arbitration shall be at Surathkal/ Mangaluru.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

All disputes are subject to courts at Mangaluru jurisdiction.

24. **FORCE MAJEURE**

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Contractor shall keep records of the circumstances referred to above and bring these to the notice of the Institute in writing immediately on such occurrences.

25. **INCREASE IN MINIMUM WAGES DURING THE CONTRACT PERIOD:**

**Applicable only for the workers engaged under Housekeeping services:**

If the Government by an order increases the Minimum wage or the VDA during the currency of contract period and by virtue of this increase, if the contractor happens to pay extra wages over and above the rate (minimum wage) quoted by him, then the difference of such incremental wage and applicable other statutory payments (without considering other establishment charges of the contractor, other overheads or his profit thereon) shall be reimbursed to the contractor on his application along with supporting documents. However, if the rate (minimum wage) already quoted by him takes care of the incremental wage, then the contractor has to bear the increased wage and the Institute will not reimburse the same.

This clause is **not applicable** to the **workers engaged under Food services**. But, the contractor is bound to pay the wages to the workers engaged under catering services also at the rate, not below the applicable minimum wages.

26. **JURISDICTION OF COURT:**

The Courts at Mangaluru shall have the exclusive jurisdiction to try any disputes, if any, arising out of this contract between the parties.

## DEFINITIONS AND INTERPRETATIONS

1. **DEFINITIONS:** The following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

a) **INSTITUTE / NITK, Surathkal**

Shall mean National Institute of Technology Karnataka, Surathkal, Post Srinivasnagar, Mangaluru – 575 025, represented by its Director or Registrar or their authorized representatives.

The **Director** means the Director of the Institute.

The **Registrar** means the Registrar of the Institute.

b) **SERVICE PROVIDER/ CONTRACTOR/ BIDDER**

Shall mean the successful tenderer to whom the contract has been awarded which expression shall unless the context otherwise requires, include his legal heirs, executors, administrators and assigns.

c) **CONTRACT; CONTRACT AGREEMENT**

Shall mean and include the following:

Notice inviting tender; tender document containing general instructions to the bidder and conditions of contract; scope of work; clauses of contract etc., documents furnished by the bidder; Letter of Intent; Work order; all related Acts and Rules specified in the tender document; and/or any other correspondences of negotiations and the price bid, all future correspondences.

d) **WORK/ JOB/ SERVICE**

Of the Contractor shall mean and include engagement, deployment and supervision of (i) Housekeeping services; and (ii) Food services as per the terms and conditions of the Contract at Guesthouses and ISH at NITK, Surathkal.

e) **CONTRACT PRICE**

Shall mean the sum/ sums referred to in the contract agreement under Price bid or in the work order/Letter of Intent.

f) **SHIFT**

Shall mean the duration of eight continuous working hours.

g) **DAY:**

Shall mean a calendar day. A working day means a shift of 8 hours.

**h) MONTH**

Shall mean a calendar month.

**i) MINIMUM WAGE/ WAGES:**

Shall mean the Minimum wage declared or ordered by the Central Government under the Minimum wages Act from time to time for employees employed under **Sweeping and cleaning for housekeeping service**. The total Minimum wage shall include V. D. A.

**j) VDA:**

Shall mean Variable Dearness Allowance declared by the concerned authority of the Central Government.

**Category of manpower under Housekeeping:**

**Sweeping and cleaning**

Sweepers	Cleaners	Garden workers	Room boys
Room supervisors	Room attenders		

**Format of Letter of Transmittal cum undertaking**  
**(On the Letterhead of the bidder)**

To:

The Director,  
NITK, Surathkal,  
Srinivasnagar Post,  
Mangaluru – 575 025.

Sir,

Sub.: Tender for providing (i) Housekeeping services and (ii) Food Services at Guesthouses in NITK, Surathkal.

Having examined and understood the details given in the Notice inviting tender No. NITK/GH/Outsource/ 2018-19/A2 dated ..... and the tender document for the above service, I/we hereby submit our tender with the following declaration:

1. I/ we hereby declare that all the statements made by me/ us in the tender document are true and correct to the best of my/our knowledge and belief.
2. I/ we have herewith furnished all the information and details. I/ we have no further pertinent information to furnish.
3. I/ we declare that before signing this bid, I/ we have read and fully understood all the terms and conditions, instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
4. I/ we also agree that the NITK, Surathkal can approach individuals, departments, employees or firms mentioned in our statements or any other firms/ agencies/ departments to verify our competence and general reputation.
5. I/ we agree that the EMD furnished along with my/our tender is liable for a forfeiture in case of any default.
6. I/ we agree that the price bid quoted by me/ us is valid for 90 days from the date of submission of the bid for its acceptance. I/ we further agree that I/ we will not make any change in our financial bid after its submission or withdraw the same (However, revision of minimum wage shall be considered by the Institute separately under related Clause of the contract).
7. I/ we declare that we have considered all related Acts and Rules framed there-under such as Minimum Wages Act and its amendments; Contract Labour (R&A) – Act and its amendments; and other statutory obligations/provisions such as Payments of Wages Act 1936 and its amendments; Payment of Gratuity Act 1972 and its amendments; Employees' Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments; Leave, Relieving Charges, GST obligation of the service provider while deriving our financial quote. I/ we further declare that I/we abide by the said Acts and Rules.
8. I/ we hereby agree to take group insurance.

Yours faithfully,

Date:

Seal & signature of Authorized      signatory

**Declaration by the Bidder:**

I/We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, clauses of the contract, other documents and Rules referred to in the conditions of the contract and all other contents in the tender document.

I/We hereby tender for the work/ service specified in the notice inviting tender for the National Institute of Technology Karnataka, Surathkal and agree to undertake the same if awarded within the time specified in the tender document/ letter of intent/ work order.

I/ we declare that the decision of the Institute on the determination of lowest price bid is final and binding on me/ us.

A sum of Rs 25,000 is hereby forwarded by means of a Demand Draft as earnest money. If I/we, fail to commence the work specified I/we agree that the Institute shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

I/ We have downloaded the Tender document from the Internet site [www.nitk.ac.in](http://www.nitk.ac.in). I/ We declare that I/ we have not tampered/ modified the Tender document in any manner. In case if the same is found to be tampered/ modified. I/ we understand that my/ our Tender is liable for rejection forfeiting the EMD.

Seal and signature of the bidder with date

Address:

**ACCEPTANCE**

The above tender (as modified and provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, National Institute of Technology Karnataka, Surathkal.

The letters referred to below shall form part of this contract agreement:-

- a) Letter of Intent
- b) Work order and all future correspondences
- c) Documents as specified in the tender document.

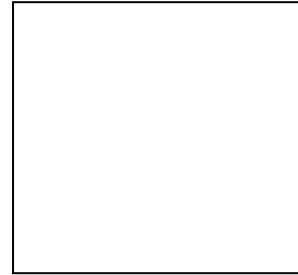
Registrar  
For & on behalf of NITK, Surathkal

Dated.....



**Format for Organization chart of the Bidder**

(Affix the Photo here)



1. a) Name of the Contractor with full address of the office :
  
- b) Telephone No. :
- c) Fax No. :
- d) Mobile No. :
- e) e-mail address :
  
2. a) Residential Address :
  
- b) Telephone No. :
- c) Fax No. :
- d) Mobile No. :
- e) e-mail address :
  
3. a) Name and designation of the contact person :
- b) Contact address :
- c) Telephone No. :
- d) Mobile No. :

4. Organization details

a) Year of establishment :

b) Legal status (Copy of Partnership deed/ MOA/Registration document should be furnished)

- i. Proprietary firm
- ii. Partnership firm
- iii. Private Limited Company
- iv. Public Limited Company

c) Name and address of Partners/ Directors and other executives with the designation:  
(May be submitted in a separate sheet)

e) Reg. No. of the firm & Year :

f) What is the total strength of the manpower/  
staff on their roll at present? :

5. Whether registered under EPF Act :

EPF Code No. :

6. Whether registered under ESI Act :

ESI Code No. :

7. Income Tax PAN No. :

8. GST registration No. :

9. Has the bidder or any partner (in case of partnership firm) ever abandoned the awarded project?  
If yes- give details.

10. Has the bidder ever been debarred/ blacklisted for competing in any organization any time?  
If yes – give details

I/ we certify that the information given above is true and correct.

Seal and signature of the bidder



**Format for details of establishment for which the Bidder had provided similar services during the previous five financial years - with full details including phone Nos. – A copy of work qualification certificate from the Employer and copy of Labour licence should also be enclosed)**

Sl. No.	Name of the Department	Contact person, designation and phone number	During the year	Number of manpower provided

**Format for details of similar service contracts in hand  
(Attach a copy of work order)**

<b>Sl. No.</b>	<b>Name of the Department</b>	<b>Contact person, designation and phone number</b>	<b>Contract period up to</b>	<b>Number of personnel provided</b>

**Details of Annual financial turnover on similar service:  
(Copy of audit statement & balance sheet should be enclosed)**

<b>Sl. No.</b>	<b>Financial year</b>	<b>Turnover</b>	<b>Average turnover</b>
1	2015-16		
2	2016-17		
3	2017-18		

**FORMAT OF AFFIDAVIT**

**[For Sl. No. 8.9 and 8.10 of Eligibility Criteria]**

**[On a stamp paper of ₹ 200 duly sworn before the Public Notary/ Oath Commissioner]**

Affidavit of Mr./Ms. \_\_\_\_\_, S/o/ of Mr. \_\_\_\_\_ aged about \_\_\_\_\_ years, resident of \_\_\_\_\_, working as -----(designation) for ----- (name and address of the bidding bidder).

I, the above-named deponent, solemnly affirm and state as under:

1. That I am working as ----- /proprietor of the ----- (name of the firm) and authorized to sign this affidavit.
2. That the firm M/s---- (complete address of the firm) has not abandoned or suspended any Housekeeping / Food service contract/ contracts (s) of any organization/ department so far\*/ during the previous five financial years (2013-14 to 2017-18). [\* strike out if not applicable]
3. That the firm M/s---- (complete address of the firm) has not been blacklisted/ debarred for competing in tenders for manpower services by any organization/ department so far\*/ during the previous five financial years (2013-14 to 2017-18). [\* strike out if not applicable]
4. I solemnly verify that the facts stated above are true and nothing material has been concealed.

Seal and Signature of deponent

Identified by:

Solemnly affirmed and signed before me by the Deponent after the contents of this affidavit were read over to him, and stated by him to be true and correct on this ----- day of ----- 2019, at -----.

**FORMAT OF INDEMNITY BOND**

(TO BE NOTORISED ON A STAMP PAPER OF APPROPRIATE VALUE)

**Name of the service: Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal.**

KNOW all men by these presents that M/s ----- (name and address of the bidder) do hereby execute an Indemnity bond in favour of National Institute of Technology Karnataka, Surathkal, Mangaluru – 575 025 on this ----- day of -----

THIS DEED WITNESSETH as follows:

We (Name and address of the contractor) do hereby indemnify and save harmless NITK, Surathkal, Mangaluru – 575 025 from:

1. Any third party claims, civil or criminal complaints/ liabilities/ site mishaps and other accidents or disputes; and/ or damages occurring or arising out of any mishap due to my/ our negligence in performing the contract for ----- (Name of work);
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/ us or my employees;
3. Any claims by manpower/ housekeeping personnel of mine/ ours or sub-contractors if any, under the Workman Compensation Act or Employees Liability Act or Minimum Wages Act or any other Act/ Law/ Rules and regulations in force from time to time under any Law in respect of injuries to persons or property arising out of in the course of execution of contract and/ or arising out of in the course of employment of any workman/ employee;
4. Any act or omission of mine/ ours which involve any loss or damages or liability or civil or criminal action.

IN WITNESSETH WHEREOF the above named has set his signature on this day-----

Signed and delivered by the aforesaid in the presence of witness:

- 1.
- 2.



**FORMAT OF LETTER OF INTENT**

No.-----

Date:

To:

(Name address of the bidder)

Sir,

Sub.: Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal – Letter of Intent – Reg.

Ref.: 1. Notice inviting tender No. NITK/GH/Outsource/2018-19/A2 dated .....  
2. Your tender dated ..... in Two Cover system

This is to inform you that, subject to the terms and conditions of Notice inviting tender No. NITK/GH/Outsource/2018-19/A2 dated ..... and the tender document, your tender under reference (2) above for providing the above services at the campus of NITK, Surathkal is accepted as follows:

Details of accepted price bid

You are requested to submit a Security deposit of ₹ 2.00 lakh (Rupees Two lakh only) by means of a crossed Demand Draft of any scheduled bank drawn in favour of the Director, NITK, Surathkal, payable at Surathkal/ Mangaluru within three days from the date of issue of this letter.

You are also requested to attend this office within three days from the date of issue of this letter along with a non-judicial stamp paper/ document paper of ₹ 200 for executing an agreement.

Subject to the fulfillment of the terms and conditions of the tender/ contract documents, the contract shall be for two years starting from ----- . Hence you are requested to take all needful action to deploy the personnel from ----- , 2019.

Yours sincerely,

Registrar  
NITK, Surathkal.

Copy to:

**FORMAT OF AGREEMENT**

**AGREEMENT FOR PROVIDING (I) HOUSEKEEPING SERVICES; AND (II) FOOD SERVICES AT GUESTHOUSES IN NITK, SURATHKAL**

THIS AGREEMENT is made on the ----day----- by and between National Institute of Technology Karnataka, Surathkal, an statutory technical educational Institute of the MHRD, Government of India imparting technical and science education, represented by its Registrar, hereinafter called the "Institute" of the ONE PART (The expression "Institute" shall include his successors, assigns or transferees)

And

(Name and address of the bidder) represented by -----, hereinafter called the contractor/ service provider which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, legal heirs, executors, administrators, representatives of the OTHER PART.

WHEREAS the Institute has called tenders for **Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal** vide Notice Inviting Tender No. NITK/GH/Outsource/2018-19/A2 dated .....

WHEREAS among several other bidders, M/s ----- have also submitted their offer in response to the said notification. Among several agencies who have offered their bid, the Institute found the tender offered by -----(Name of the bidder) is acceptable and hence offered to grant the contract of **Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal** to them vide Letter of Intent No.----- dated-----.

Whereas M/s ----- (Name of the bidder) has accepted the award of the contract. Hence this agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the tender document.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, namely
  - (i) Notice inviting Tender No. NITK/GH/Outsource/2018-19/A2 dated .....
  - (ii) Tender document containing --- pages.
  - (iii) Documents submitted by the contractor along with his tender (containing – pages)
  - (iv) Letter of Intent No. -----
  - (v) Work order
  - (vi) All future correspondences between the parties

3. In consideration of the payments to be made by the Institute, the contractor hereby covenants with the Institute and execute the services of **Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal** with effect from ----- as per the provisions of the contract.
4. That the Contractor hereby agrees to adhere to all related statutory requirements/ related Acts & Rules and statutory provisions in employing workers engaged under this contract.
5. That the Contractor hereby agrees to all adhere to all related statutory requirements in payment of taxes to the concerned authority.
6. The Institute hereby covenants to pay the contractor in consideration of the services rendered by the contractor, the amount specified in the tender document/ price bid as accepted in the letter of intent.

IN WITNESS WHEREOF the parties hereto have signed the agreement the date and year first above mentioned.

Contractor

Institute

Witness:

**FORMAT OF WORK ORDER**

No.-----

Date:

To:

(Name and address of the bidder)

Sir,

Sub.: Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal – Work order – Reg.

Ref.: 1. This office letter of Intent No. ----- dated -----.  
2. Agreement dated -----

The agreement dated ----- for providing the above service is accepted. A copy of the agreement is enclosed. You are requested to contact the ----- of this Institute for further instructions.

Subject to satisfactory performance and subject to terms and conditions of the agreement, the contract is for two years starting from -----, 2019

The payment charge payable under this contract is as follows:

Details of accepted price bid

You shall pay all the statutory benefits to the employees engaged under this contract and submit the remittance details to the Institute from time to time.

You shall furnish the Institute every succeeding month, the details of salary of previous month given to your employees with copy of salary slip, details of cheque given towards salary, EPF, ESI, etc. or the copy of the receipt obtained from the staff, as per the Labour Act, for the Institute record purpose. In no case, the payment shall be less than the minimum wage prescribed from time to time.

You are requested to obtain Labour Licence from the Labour Commissioner (C) as per Contract Labour (Regulation and Abolition) Act 1970 and the Central Rules framed there-under, and submit a copy of the same to this office for record purpose. Form No. 5 required in this connection is enclosed herewith.

You are further requested to submit an Indemnity bond as per the terms of the agreement (format enclosed)

Yours sincerely,

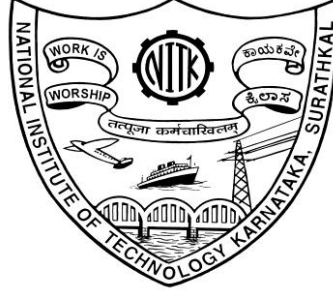
Encl: As above

Registrar  
NITK, Surathkal

Copy with copy of agreement to:

# **NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL**

POST SRINIVASNAGAR, MANGALURU – 575 025 (D K)  
Phone: (0824) 2474 000. Fax: (0824) 2474 033/ 2474 039  
E- mail: info@nitk.ac.in Website: <http://www.nitk.ac.in>

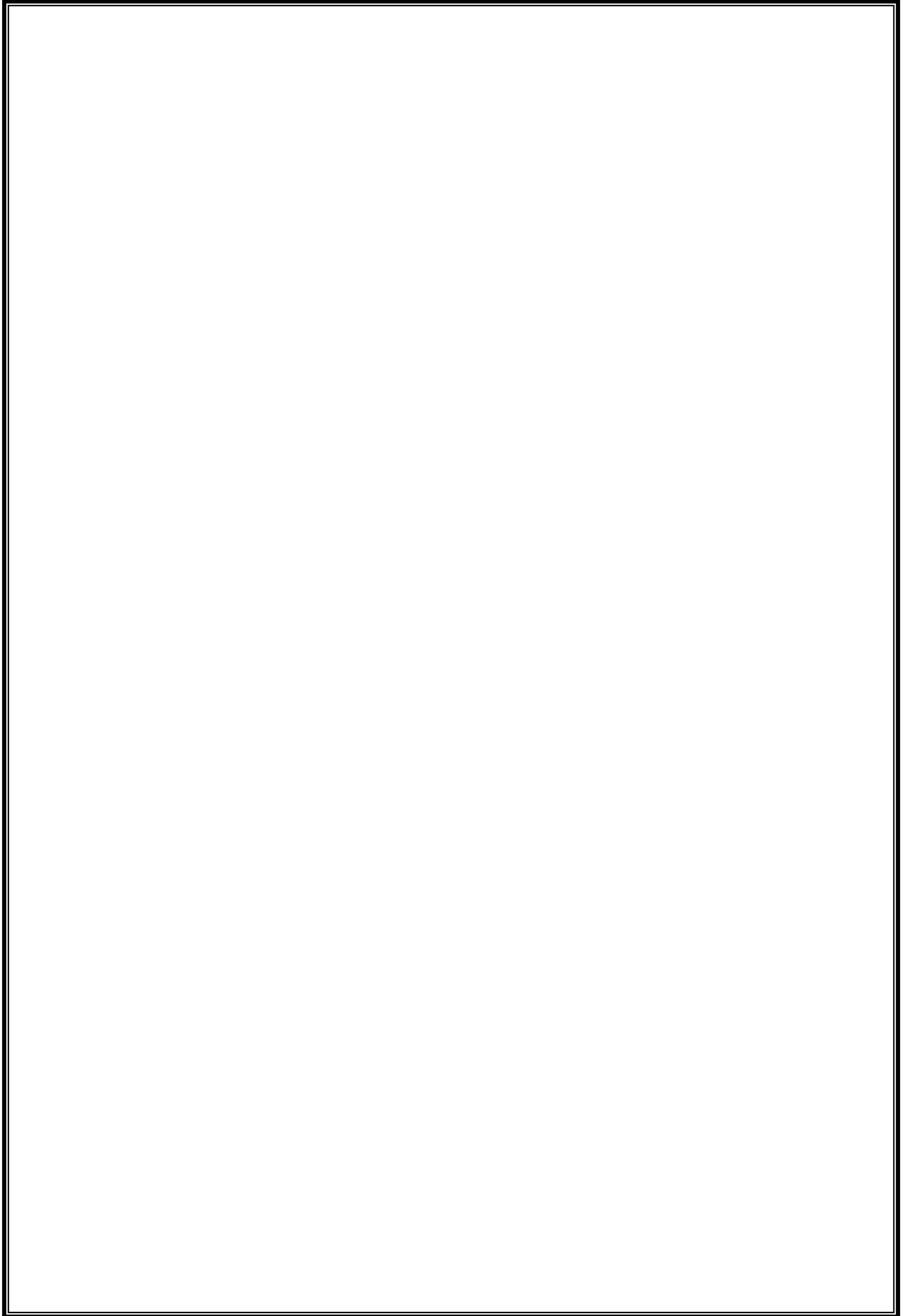


## **TENDER DOCUMENT**

### **PRICE BID**

Name of work : Providing (i) Housekeeping services; and (ii) Food Services at Guesthouses in NITK, Surathkal

Name of the bidder :



**Food Services at Guesthouses and at ISH:**

The "Price list" and menu items for the Food Service is as follows, and the successful bidder shall provide the Food services at this approved rate only:

**Veg Menu for Guest House & Canteen**

Days	Breakfast	Lunch	Dinner
Monday	Idli, Vada (with Coconut Chutney, Sambar) or Bread (with butter or jam) & Tea / Coffee / Milk.	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi Dhal, Vegetable curry, Tomato Rice, one vegetable fry, Pappad, Pickles, Curd rice
Tuesday	Vada, Semiya Kitchadi, (with Coconut Chutney, Sambar) or Bread, (with butter or jam.) & Tea / Coffee / Milk.	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice
Wednesday	Pongal, Vada, (with Coconut Chutney, Sambar) or Bread, (with butter or jam.) & Tea / Coffee / Milk	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi, Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice
Thursday	Upma, vada, (with Coconut Chutney, Sambar) or Bread, (with butter or jam.) & Tea / Coffee / Milk.	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi, Dhal, Vegetable curry, Sambar Rice, one vegetable fry, Pappad, Pickles, Curd rice
Friday	Oothapam, Vada, (with Coconut Chutney, Sambar) or Bread, (with butter or jam.) & Tea / Coffee / Milk.	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi, Dhal, Vegetable curry, Special Rice, one vegetable fry, Pappad, Pickles, Curd rice
Saturday	Pongal, Vada, (with Coconut Chutney, Sambar) or Bread, (with butter or jam.) & Tea / Coffee / Milk	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi Dhal, Vegetable curry, Tomato Rice, one vegetable fry, Pappad, Pickles, Curd rice
Sunday	Poori, Potato Masala curry, Bread, (with butter or jam.) & Tea / Coffee / Milk	Roti, Dhal, One Vegetable Curry, one vegetable fry, Rice, Sambar, Rasam, Curd, Pappad, Pickles	Chapathi, Dhal, Vegetable curry, Sambar Rice, one vegetable fry, Pappad, Pickles, Curd rice

**Different vegetables should be provided for Lunch and Dinner each day in a week.**

Beverages - Tea /Coffee / Milk

**Approximate minimum weight of the items:**

Parotha (plain) - 70 gm; Butter - 20 gm; Groundnut Chatni - Unlimited; Tea/Coffee/Milk - 150 ml  
Chapathi - 50 gm (9 inch or more diameter); Dhal – Unlimited; Rice and sambar - Unlimited  
Curd - 90 ml  
Dosa (plain) 140-150 gm; Puri - 35 gm to 40 gm (6 inch or more diameter); Idli - 150 gm;  
Medu Vada - 50 gm; Parotha (Alu, Methi, Gobi) - 150 gm; Uppittu/ Upma/ Semiya - 200 gm; Shira 75  
gm; Masala Dosa - 200 gm (12 inch diameter); Onion Pakoda - 140 gm; Potato Bonda 100 gm;  
Vegetable samosa - 100 gm; Uttappam - (Onion/tomato) 200 gm



**Approved Price List for Veg**

Sl. No.	Item	Rate per head
1	Breakfast	Rs.40 including GST as applicable.
2	Lunch	Rs.50 including GST as applicable.
3	Dinner	Rs.50 including GST as applicable.
4	Tea/ Coffee/ Milk	Rs.10 including GST as applicable.

**Approved Pricelist for Non-Veg**

CHICKEN DISHES		Rate /Item including GST
Chicken Curry	150gm(Chicken)+50gm gravy	60
Chicken Masala	150gm(Chicken)+50gm masala	65
Dry ChillyChicken	200gm	65
Chicken Biryani with raita	250gm rice+1Egg+100gm Chicken+50gm raita	65
Fried Rice- Chicken	300gm+50gm Chicken+raita/Sauce	60
Chicken Chilly-Boneless	200gm	80
Chicken Sukka	200gm	60
Chicken Kabab	200 gm	70
Chicken Manchurian	200 gm	70
Chilly Chicken Gravy	150gm(Chicken)+50gm Masala	65
Chicken Manchurian Gravy	150gm(Chicken)+50gm Masala	75
Chicken Hyderabadi Biryani	250 gm(rice)+100gm chicken+50gm raita	75
Butter Chicken	150gm(Chicken)+50gm Masala	80
Chicken Kadai	150gm(Chicken)+50gm Masala	70
Chicken Hyderabadi	150gm(Chicken)+50gm Masala	70
Chicken Kolhapuri	150gm(Chicken)+50gm Masala	65
Hakka Noodles Chicken	300gm rice+2egg+50gm raita/sauce	60

EGG Dishes		Rate /Item including GST
Egg Curry	1 egg+75 gm gravy	30
Egg Biryani with raita	250gm rice+2 Egg+50 gm raita	55
Egg Fried rice	300gm rice+1 egg+raita/Sauce	40
Egg Chilly	1 Eggs+75 gm gravy	35
Double Boiled Egg	2 Eggs	15
Double Omelet	2 Eggs	20
Bread Omelet	2 Eggs	25
Egg Half Fry	2 Eggs	20
Egg Full Fry	2 Eggs	20

Egg Burji	2 Eggs	30
Egg Paratha	Std Size (1 Egg)	25
Egg Masala	1 Egg+ 75 gm gravy	30
Egg Hyderabad Biryani	250 gm rice+2 egg+50 gm raita	50
Hukka Noodles Egg	300 gm rice+50gm raita/Sauce	40

I am/ we hereby accept the above Price List for Food services:

Note:

1. The right to change in the above price list is reserved with the Institute.
2. Price List of any other items, if required, will be added separately, and the successful bidder will have to serve the same at the approved rate.

Seal & Signature of the bidder.

**Housekeeping services.**

**Price bid Offer:**

I am/ we hereby offer to provide housekeeping services at the below-quoted rate:

Sl. No.	Details of Manpower required	Number of manpower required per day	Rate per person per day of 8-hours shift [Including all taxes (except GST), establishment charges, profit & overhead of the contractor and all statutory benefits to be provided to the worker]		Total amount (per day) – Rupee (Column No. 3 x Column No. 4)
			Rate in figure - Rupee	Rate in words- Rupee	
- 1 -	- 2 -	- 3 -	- 4 -		- 5 -
1	Housekeeping (Cleaning and sweeping)	20 (Twenty)			

Total amount per day is words: Rupees

**GST is extra as applicable**

***// We declare that the above rate is derived duly considering all related statutory provisions/ obligations such as the Contract labour (Regulation and Abolition) Act 1970 and its amendments; Contract Labour (Regulation and Abolition) Rules 1971 and its amendments; Minimum Wages Act – 1948 and its amendments; Payments of Wages Act 1936 and its amendments; Payment of Gratuity Act 1972 and its amendments; Employees’ Provident Funds and Miscellaneous Provisions Act – 1952 and Amendment Act 1988 and its amendments; Employees State Insurance Act – 1948 and Amendment Act – 1989 & 2010 and its amendments; and all its amendments thereof and Rules frames there-under.***

Note:

1. The number of manpower required shown above is indicative and may vary depending on the actual requirement. Payment shall be made for the actual manpower utilized during the month per day (shift of 8 hours) basis.

Seal & Signature of the bidder

**CALCULATION SHEET – HOUSEKEEPING SERVICES**

The bidder shall give his calculation of Price quoted. However, any calculation errors in the calculation sheet shall not be taken into account and corrected by the Institute. The price quoted in the “Price bid” only is binding.

Sl. No.	Details	Sweeping & Cleaning – Rate per worker [Rate Per day of 8 hours shift]
1	Basic Wage (Should not be less than Minimum wage notified by the Government) – per day	
	V D A	
	Sub-total of (1)	
2	EPF share	
3	ESI share	
4	Profit and overhead of the bidder	
	Total (1 to 4) – Rs.	

Note: GST is extra as applicable.

Seal & Signature of the bidder