



IIT PALAKKAD

COVER-3: FINANCIAL BID

(TO BE SUBMITTED THROUGH ONLINE MODE)

E- Tender No. IITPKD/HOS/2022-23/01

Date of Publication: 02-05-2022

Date/Time of Closing: 23-05-2022, 1500 hours

Date of Pre-bid Meeting: 13 -05-2022, 10AM

**NAME OF THE WORK: RENDERING HOUSE KEEPING SERVICES TO HOSTEL
BUILDINGS OF IIT PALAKKAD**

**The Technical Bids of ONLY those bidders who satisfy the Eligibility Criteria.
prescribed in the tender document will be opened.**

**Date and Time of opening of Technical and Financial Bids (Covers 2 and 3) will be intimated
later to the eligible bidders.**

DEAN STUDENTS

**SIGNATURE OF THE BIDDER
NAME & SEAL**

INVITATION FOR BIDS

E- Tender No. IITPKD/HOS/2022-23/01

The Dean Students, invites on behalf of Indian Institute of Technology Palakkad (hereinafter called "IITPKD") online bid under Three Bid System (Eligibility bid, technical bid and financial bid) as per the scope of work and specifications given in the bid document from reputed agencies who are experienced in Providing Housekeeping Services with suitable and uniformed, trained manpower for IIT Palakkad in Temporary campus (Ahalia Integrated Campus, Kozhippara PO, Palakkad-678557) and Nila Campus (Near GramalakshmiMudralayam, Pudussery PO, Kanjikode West, Palakkad-678623) Interested agencies/service providers may submit their bids ONLINE at <https://mhrd.euniwizarde.com/>.

PARTICULARS OF WORK

1.	Name of work	Rendering Housekeeping Services to Hostel buildings of IIT Palakkad
2.	Estimate Cost put to Tender	Rs.26,94,612/- (Rupees Twenty Six LakhsNinety Four Thousand Six Hundred and Twelve Only)
3.	Earnest Money Deposit (EMD)	Rs.54,000/- (Rupees Fifty Four Thousand Only)
4.	Performance Security	3% of the Work order / contract value
4.	Duration of the Contract	ONE YEAR (Based on the performance, the contract may be extended not exceeding 12 months as a separate contract)
5.	Validity of the tender	90 days from the date of opening of eligibility bid.
6.	Date of Pre-bid Meeting	13-05-2022 at 10AM Online meeting link will be published separately for those who wish to attend the meeting online.
7.	Last Date for Submission of e-Tender (Cover 1, Cover 2 and Cover 3)	23-05-2022 at 1500 hrs
8.	Date of Opening of the Eligibility document (Cover 1)	23-05-2022 at 1530 hrs
9.	Date of Powerpoint presentation by the applicant	Will be intimated later through E-Wizard Portal
10.	Date of opening of the financial bid	Will be intimated later to eligible Contractors through E-wizard portal.

I / We undertake and confirm that eligible similar work(s) has/have not been executed through another contract or on a back-to-back basis. Further that, if such a violation comes to the notice of the department, then I/ We shall be debarred for tendering in IIT Palakkad in future forever. Also, if such a violation comes to the notice of the department before the date of start of work, the Dean Students shall be free to forfeit the entire amount of Performance Security. I/We are also aware that the information and instructions for bidders posted on the website shall form part of the bid documents.

Signature of the Contractor / Bidder: -----

Name and full address of the Contractor/ Bidder: -----

Contact No: ----- / Email id: -----

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1. TERMS AND CONDITIONS

If I/we fail to commence work as specified in the bid document, I/we agree that IITPKD shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely,

2. CONDITIONS OF CONTRACT

- 1) The expression 'works or 'work' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
- 2) The 'contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company
- 3) The 'Nodal Officer' means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of IIT as mentioned in Schedule 'F' hereunder
- 4) 'Accepting Authority' - Director, IIT Palakkad.
- 5) 'Department' means IITPKD which invites the tenders.
- 6) 'Tendered value' means the value of the entire work as stipulated in the letter of award.
- 7) Employer means IITPKD

3. Instructions for submitting the financial bid

The spreadsheet containing the Bill of Quantity shall be downloaded from the above web site and the same shall be uploaded to the E-wizard website after filling the rates. The file name of the spreadsheet document which is downloaded from the E-wizard web site should not be changed in any case. The tenderer may note that the rates indicated in the schedule are par rates. The tenderer is to quote a single consolidated percentage only at par/above/below to cover all the rates including GST of all the items under the schedule.

- 1) If the quoted rate is at par estimate rate, select "At Par" option in the Column.
above the estimate rate, select "above" option in the Column.
- 2) Below the estimate rate, select "Below" option in the Column
- 3) Tenders containing proposals for any alteration in the work or in the time allowed for carrying out the work, or which contain any other condition including conditional rebates, will be summarily rejected.

- 4) The officer inviting tenders shall have the right to reject all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 5) The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the Contractor tendering, as well as witnessing the tender, liable to summary rejection
- 6) In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such tender is liable to be rejected.
- 7) The tenderers shall sign a declaration under the Official Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them.

4.1 Documents to be submitted upon acceptance of the tender.

1. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Nodal Office shall be communicated in writing to the Nodal Officer.
2. The Contractor shall give a list of IITPKD employees related to him.

4.2 Signing of Agreement.

1. The bidder whose bid is accepted will be required to execute a Contract Agreement within **THIRTY DAYS** from the date of issue of Letter of Intent/Work Order, failing which the Letter of Intent/Work Order issued shall be treated as cancelled.
2. Documents constituting the contract
3. Non judicial stamp paper of Rs.500 containing the brief description of the contract duly signed by both parties to the contract.

4.3 Accepting Authority: Dean Students

5. AWARD OF CONTRACT

5.1. The combined technical and cost scores of all the bidders will be calculated as given in Eligibility bid evaluation procedure and the bidder who secures the highest combined score H will be selected as the successful agency. The successful agency is called for negotiation and signing the contract. In case the selected agency withdraws, or fails to comply with the aforesaid requirements, IITPKD reserves the right to consider the next best agency or take any other measure as may be deemed fit in the sole discretion of the IITPKD, including annulment of the selection process.

5.2. The bidder whose bid is accepted shall be required to furnish a **Performance Security** within **THIRTY DAYS** of receipt of Letter of Acceptance/Work Order for 3% **(of the contract value)** in the form of an Account Payee DD/Fixed Deposit Receipt/Bank Guarantee from a nationalised bank in an appropriate format **(Annexure-IV)** in favour of **Indian Institute of Technology Palakkad payable at Palakkad**. The Award letter will be issued on submission of the prescribed Performance Security. The performance security shall remain valid for a period of **SIXTY DAYS** beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

5.3 The Performance Security shall automatically become null and void once all the obligations of the agency under the contract have been fulfilled, including, but not limited to, any obligations during the period of contract and any extensions to the period. The Performance Security shall be returned to the agency under contract not later than **FIFTEEN DAYS** after its expiration.

5.4. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance security in which event IITPKD may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids at its sole discretion.

5.5 **Date of commencement:** The date of commencement of **the work shall be reckoned from SEVEN DAYS from the date of issue of Award letter/Work order**. Award letters will be issued on submission of prescribed Performance security.

6. TERMS OF PAYMENT

6.1. No advance payment will be made during the Contract Period under any circumstances.

6.2. Monthly bills shall be submitted in duplicate to the Institute through the Nodal Officer, **Payment will be processed on monthly basis as per the rates given in the Schedule of Quantity (Annexure-II) and applied to the over all percentage above/below quoted by the bidder for item no. 1 and for other items will be paid as per the rates given in the Schedule of Quantity (Annexure- II) and applied to the overall percentage above/below quoted by the bidder against actual execution.**

6.3. The Contractor shall pay the Salary to the Personnel deployed on or before 5th of every Month for the preceding Month. The Contractor shall ensure that the payment of employees is done directly to the individual's bank account or by Cheque and the proof of payment shall be submitted to the Nodal Officer **concerned**.

6.4 RATES

The rates quoted shall be inclusive of all operating expenses and nothing extra shall be payable on any account. No deduction from the salary for providing uniforms to the employees employed by the contractor for the house keeping services is allowed.

6.5. Payment will be made once a month through RTGS/NEFT. The Contractor(s) shall furnish the details such as Bank Account No, Account Name, IFSC Code, Bank address etc. along with the bid/bill. At the time of payment of bills, the **Income Tax** shall be deducted as per the extant Government rules and guidelines. Any Government Orders released during the Contract period, with regard to the taxes shall be automatically applicable to the Contractor either retrospectively or prospectively, as the case may be.

6.6. The Contractor shall submit following documents with bill for making payment:

- i. Salary statement of the Employees (employed by him/them)**
- ii. Proof of EPF, ESI/Insurance, Gratuity, Bonus etc.**
- iii. Proof of Salary paid to the employees**
- iv. Attendance sheets**

7. CONTRACT DOCUMENTS

7.1. All documents forming part of the Contract and all parts of these documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

7.2. The order of precedence of the Contract documents shall be as follows:

- i. Work Order
 - ii. Contract Agreement
 - iii. All other Forms
 - iv. Bidders Bid
 - v. Tender Document

8. TERMINATION OF THE CONTRACT

The Institute, without prejudice to any other remedy, terminate the Contract in whole or in parts in the event of the following:

8.1. If the Contractor fails to comply with the Scope of Work within the period specified in the Contract or any extension thereof granted by the Institute.

8.2. If the Contractor fails to perform any other obligation(s) under the contract.

8.3. The Contract can be terminated by giving **THIRTY DAYS** notice in advance, in writing, by either side without assigning any reasons.

8.4. IITPKD reserves the right to terminate the contract if the Contractor(s) defaults on any of the time limits specified or any adverse reports are filed by the Nodal Officer.

8.5. If the penalty for inadequate performance as given in Clause No. 12 below exceeds 5% of the Contract value and clause no. 18 of technical bids.

9. FORCE MAJEURE

9.1 If the contractor is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure (civil disturbance, riots, strikes, tempest, acts of god etc.), then it shall notify IITPKD in writing of the occurrence of such event and the circumstances of the event of Force Majeure within **THREE DAYS** after the occurrence of such event.

9.2. The contractor, when affected by the event of Force Majeure, shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the contract and to fulfil its obligations under the contract, but without prejudice to IITPKD's right to terminate the Contract.

9.3. No delay or non-performance by the Contractor caused by the occurrence of any event of Force Majeure shall:

9.3.1. Constitute a default or breach of the Contract.

9.3.2. Give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance.

9.3.3. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than **FIFTEEN DAYS** or an aggregate period of more than **THIRTY DAYS** on account of one or more events of Force Majeure, IITPKD shall have the right to terminate the Contract by giving a notice to the Supplier.

10. INDEMNITY

10.1. The Contract shall be governed by and interpreted in accordance with the prevailing laws of India. The laws will include all national, provincial, municipal, state or other laws that affect the performance of the Contract and are binding upon the Contractor(s).

10.2. The Contractor(s) shall indemnify and hold harmless the Institute from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability).

11. DISPUTE RESOLUTION

11.1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Dean - Students.

11.2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Palakkad only.

11.3. Any dispute or claim arising out of/relating to this Contract or the breach, termination or the invalidity thereof, shall be settled by the Hon'ble Courts of Justice at Palakkad/High Court of Kerala.

12. PENALTIES

12.1. Penalty for inadequate performance on the part of contractor in Housekeeping as per the Cleaning Schedule given in Annexures IA, IB and IC of technical bid.

Sl. No.	Type of lapse in performance	Penalty (INR)
1	Lapse in cleaning washroom (common washroom)	1000/- per day per floor where common washroom is provided
2	Lapse in cleaning office room	200/- per day per room
3	Lapse in cleaning common area like veranda, portico, staircases, entrance lobby	300/- per day per floor
4	Lapse in cleaning the doors and windows, door window glass cleaning, cleaning open duct for AC lines	1000/- for every default in the cleaning schedule per building
5	Lapse in cleaning open terrace of buildings	1000/- for every default in the cleaning schedule.
6	Lapse in cleaning washroom (attached with room in Hostel Buildings)	100/- per toilet (per default in cleaning schedule)
7	Lapse in cleaning furniture, equipment in offices in hostel buildings	1000/- for every default in the cleaning schedule per building
8	Failure to ensure proper behaviour and discipline of his workers at IIT Palakkad	400/- per person in addition to taking civil and criminal proceedings as per law
9	Failure in sanitization in all buildings	1000/- for every default in the sanitization schedule per building
10	Violation of COVID 19 protocol	As per GOI/ GoK policy

13. LABOUR RECORD

13.1 The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R &A) Central Rules 1971

13.2 The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971

13.3 REGISTER OF ACCIDENT

The contractor shall maintain a register of accidents in such form may be convenient at the workplace but the same shall include the following particulars:

Full particulars of the labourers who met

with accident Rate of wages

Gender Age:

Nature of accident and

cause of accident Time and

date of accident

Date and time when

admitted in Hospital Date

of discharge from the

Hospital

Period of treatment and result of treatment.

Percentage of loss of earning capacity and disability as assessed by the medical officer.

Claim required to be paid under Workmen's Compensation Act.

Date of payment of compensation

Amount paid with details of the person to whom the same was paid. Authority by whom the compensation was assessed.

Remarks

14. ATTENDANCE CARD-CUM-WAGE SLIP

The contractor shall issue an **Attendance card – cum – wage slip** to each workman employed by him in the specimen form at (Appendix-VII)

The card shall be valid for each wage period.

The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

The card shall remain in possession of the worker during the wage period under reference.

The contractor shall complete the wage slip portion of the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself

15. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

16. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

17. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6&7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorised by the Institute in this behalf,

18. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The labour officer or any person authorised by Institute on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

19. REPORT OF LABOUR OFFICER

The labour officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Nodal Officer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned, In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Nodal Officer after a decision has been given on such appeal

The Nodal Officer shall arrange payments to the labour concerned within 45 days from the receipt of the report.

20. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the labour officer or other person so authorised may appeal against such decision to the Dean - Students concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Nodal Officer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

21. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by: -
 - a) An officer of a registered trade union of which he is a member.

- b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:-

An officer of an association of employers of which he is a member

An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer in engaged.

- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

21. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of this worker or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf

Employment card

Name and address of the contractor:

Name and address of the establishment under which contract is carried on:

Name of work and location of work:

Name and address of the principal EMPLOYER

Sl No. in the register of workman employed:

Nature of employment / designation:

Wage rate (with particulars of unit)

Wage period

Tenure of employment

SERVICE CERTIFICATE

Appendix 'IX'

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification marks

Father's/ Husband's name

Name and address of establishment under which contract is carried on

Name and address of Principal Employer

Sl. No.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature