

TENDER FOR GUEST HOUSE FACILITY MANAGEMENT SERVICES

This tender document contains Total 41 pages

**(Page 1 - 35 Cover – I Technical Bid)
(Page 36 – 41 Cover – II Price Bid)**

Tender Fees: Rs. 1,000/-(Rupees One Thousand only)
(Tenderers who download the tender document from
Portal should enclose a DD alongwith Technical Bid
for Rs.1,000.00 towards tender fees)

**Earnest Money Deposit: Rs. 80,000/-
(Rupees Eighty Thousand Only)**

Last date for submission: 17 May 2016 till 15.00 hrs

**Tender opening date & time: 17 May 2016 at 15.30 hrs
(Only Technical Bids)**

Ref: ICTS/TIFR/SER/W-09/2015

Tender Notice No. 005/Apr/2016

Sealed tenders are invited from Registered and Licensed Contractors of repute for Job Contract at ICTS, TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.

Pre-Bid Meeting: For information / Technical Details / Clarifications required by the Tenderers, a pre-bid meeting with the tenderer will be held as indicated to appraise them about the Guest House operation, expectations of the Institute and to familiarize them on 10 May 2016, at 11.00 hrs. at ICTS-TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089. The tenderers who have purchased the Tender Documents are requested to attend the same.

The prospective tenderers expressing interest must attend the Pre-bid Meeting and visit the Guest Houses and acquaint themselves about the scope and schedule of work, supervision and commitment required.

ICTS expects the Guest Houses to be maintained as a high end facility for our visiting academic community, ensuring state-of-the-art hospitality and service management at best International Standards.

The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

Please read carefully instructions for the Tenderers and Scope of Work.

The ICTS **Guest House** consists of three wings namely Indus, Brahmaputra and Sutlej. Indus comprises of 23 Double occupancy rooms (1285 Sqmt), main reception and 3 suites. Brahmaputra and Sutlej each comprise of 24 double occupancy rooms (930 Sqmt). There is also a superior duplex guest house, named Ajanta, comprising of 3 Suites (GF 162 Sqmt & FF 138 Sqmt).

Apart from these rooms, the reception area, pantry area, foyer area, small garden at Ajanta guest house, storage area, lounge, laundromat, open party areas etc. are to be maintained by the contractor. The pantry facilities and equipment at all the Guest Houses are required to be maintained by the agency.

Important instructions for the Tenderers

The primary bidder should fulfill the following bidders' eligibility criteria:

Minimum 2 (Two) years of experience in providing facility management services which includes reception and room allotment, general maintenance services, hospitality of guests, housekeeping services etc., for a minimum of 50 room guest house or 100 guests.

Preference will be given to companies having national presence and ISO 9001-2000 certification. Preference will be given to companies who have experience in running a facility of International standards in the last 2 years.

The agency shall have at least one ongoing contract with a capacity of 50 or more rooms.

The agency shall have executed or be executing a single contract of minimum **Rs. 36 lakhs per annum** or two contracts of minimum **Rs. 18 lakhs per annum** or three contracts of minimum **Rs. 12 lakhs per annum** during the **last three year period**.

The bidding agency should have experience (at least 2 contracts in the last 3 years) in providing similar services to Public Sector Companies/Government Departments / Research Organizations / Reputed Private Sector Companies.

Either the Registered Office or one of the Branch Offices of the bidder should be located in Bangalore.

The bidding agency should have its own Bank Account.

Bidders must submit documentary proof in support of meeting the minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter head of the company and enclosed in a cover, to be submitted with the proposal.

- A.** The bidder should have a valid **PAN number** issued by the Income-Tax Authority.
- B.** The bidder should have a valid **Registration Certificate** of the firm / agency / Company.
- C.** The bidder should have a valid **License** issued by the Competent Authority.

- D.** The bidder should have valid **ESI & PF** registration certificate.
- E. Security Considerations:** The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying.
- F.** Having regard to the scope of work, qualification, training and experience that are required for the job, the contractor should offer such emoluments and benefits to the people to be employed by him which takes into account:
- The Qualification, Training and Experience of the deployed personnel.
 - Annual increase in Salary on account of revision of Basic Wages + V.D.A.
 - Emoluments which are well above the minimum wages as prescribed under the Minimum Wages Act.

G. The tenders should be submitted in two sealed covers.

The proposals shall be evaluated in two stages: (1) Technical and (2) Price/ Financial. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% shall be considered for financial evaluation. Thereafter, financial proposal shall be evaluated. The commercial lowest bidder shall be the first preferred contractor for the award of Work.

- The **First sealed cover - COVER I** should be superscribed “**Technical Bid**” and should contain Annexures **A-E** duly accepted, signed by authorised signatory with seal .

The cover shall also contain the following documents:

- Company profile including previous experience of manpower deployment to government Departments, Multi - National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.
- Acceptance of terms and conditions specified in these tender documents.
- Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit.
- Solvency Certificate issued by your banker.
- Deployment pattern of Personnel including the number of Receptionists/ Supervisors /Janitors to be deployed.
- Work Order copy of a single contract worth **Rs. 36 lakhs per annum** or two contracts of **Rs. 18 lakhs** or three contracts of **Rs. 12 lakhs** or more during the last three year period.
- Copies of valid PAN number issued by the Income-Tax Authority, Registration Certificate of the firm /agency/Company and proof of 3 years' experience in providing Hospitality Services in reputed organisations.

2. The **Second sealed cover - COVER II** superscribed '**Price/ Financial Bid**' should contain **Annexures F to J**, rates to be quoted on monthly basis for normal duty of 8 hrs per day per person in Annexure F.
 - The above mentioned two covers shall be sealed on the outside with wax seal bearing the logo/name of the company submitting the bid.
 - These two covers shall be again put into a single wax sealed cover superscribed **“Tender for Guest house facility management at ICTS Campus, Survey No 151, Shivakote Village, Hessarghatta Hobli, Bangalore North, Pin 560089”**. This should be addressed to **Administrative Officer, ICTS-TIFR, ICTS, TIFR, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089** and shall be sent by post/courier so as to reach before the prescribed time.

The Technical Bid will be opened on 17 May 2016 at 15.30 hours.

On the date of tender opening (**i.e. on 17 May 2016**), only the Technical Bids shall be opened in the presence of attending tenderers. The Technical bids shall be evaluated subsequently and only the shortlisted firms will be called for attending the price bid opening. Intimation for attending the price bid opening shall be sent to the short listed firms in advance.

EARNEST MONEY DEPOSIT : Rs. 80,000/- (Rupees Eighty Thousand only). Earnest Money Deposit shall be submitted along with the “Technical Bid” in the form of a demand draft drawn in favour of “International Centre for Theoretical Sciences, Bangalore” and the DD should be from a Nationalised / Scheduled bank. Alternatively, a Bank Guarantee from a Nationalised / Scheduled bank may be provided (no other mode of payment will be accepted). The Bank Guarantee should be valid for 6 months from the date of opening. Bids not accompanied with Earnest Money Deposit shall be rejected. The EMD amount is liable to be forfeited, if the successful bidder fails to accept the Work Order or withdraws, or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. The EMD shall be refunded to the unsuccessful bidders once the order is released on the successful bidder.

The EMD may be forfeited:

- a. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- b. In case a successful bidder fails to furnish the Performance Bank Guarantee.
- c. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

Conditions of Tender:

1. Quotations must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer, and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. This tender document/form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
5. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
6. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
7. Bids which do not comply with the above conditions will be rejected.
8. The Centre shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject **any or all** tenders without assigning any reason whatsoever.
9. The Centre reserves the right to split the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
10. No questions or items in the Annexures shall be left blank or unanswered. Where you have no details or answers to be provided a **'No' or 'NIL' or 'Not Applicable'** statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
11. The tender form should be filled and sealed so as to reach ICTS latest by **15.00 hrs.** on 17 May 2016. The contractor chosen will have to undertake the work within 15 days from the receipt of the Work Order.
12. Bids shall be accompanied by the following, failing which the offers will be rejected :
 - a) License and registration certificate issued by Competent Authority
 - b) Organization Structure
 - c) List of works on hand/carried out during the last 5 years
 - d) Performance Certificate from the existing client(s)
 - e) ESI & PF Registration Certificate.
 - f) Annexures B,C,D and F duly filled in
 - g) The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
 - h) Earnest Money Deposit

13. All annexures, attachments / drawings (if any) to this tender shall be read as part and parcel of this Tender.
14. Deviation(s) indicated in Annexure E are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviations are deemed to have been accepted and become part of the agreement.
15. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company, seal of the person signing the offer and Name and Address of the firms. The envelope containing the bids shall be superscribed "Tender for GUEST HOUSE FACILITY MANAGEMENT SERVICES" and Reference No. "ICTS/TIFR/W-09/2015".

DEFINITIONS OF TERMS:

1. Centre or ICTS means **International Centre for Theoretical Sciences, Survey No 151, Shivakote Village, Hessarghatta, Bangalore North, Pin – 560 089.**
2. Contractor, bidder, firm means the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

1. Scope of Contract

1.1 The following annexures are part of the tender documents under reference:

- a) Annexure – A – Scope of work
- b) Annexure – B – Profile of experience in Facility Management Services.
- c) Annexure – C – Schedule of Experience of last 5 years (Min 2 years)
- d) Annexure – D – Schedule of Deviations from specifications / conditions
- e) Annexure – E – Statutory obligations
- f) Annexure – F to J – Price Bid

The Tenderer shall fill in Annexures B, C, D, F, G, H and J completely and submit them along with their bids. All details and columns shall be filled, and if Annexure D or a particular column(s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc.) – leaving blank columns or a bare hyphenation may disqualify the bidders.

1.2 The details of rates and number of personnel required for carrying out the work shall be indicated by the contractor in the **Annexure "F"**.

1.3 Once the Work order is issued, the contractor will receive instructions from an Officer designated for this purpose (Officer -in-charge) or his authorized nominee and the contractor thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.

- 1.4 Additions/alterations in scope of work: Any alteration or addition to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction / increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalised simultaneously.

2. Quality and Scope of Services

SCOPE OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

2.1 Housekeeping and Facility Management

- i. Allotting (accommodation) rooms to the guests coming to stay at ICTS Guest House as per directions from the institute; services include manning the reception and office (For details refer Annexure 'A'), round the clock, on all the days of the year, maintenance of allotment register, billing, allotment and opening of rooms for bonafide occupants and perfect upkeep of rooms by good housekeeping and room service.
- ii. Maintenance and cleaning on daily basis of all the rooms (with toilet cum bath), pantry, dining hall, glass window pane, venetian blinds and all fixtures/furniture at the Guest House including the office/meeting rooms on the ground floor/first floor and other rooms belonging to the Guest House, shall be the duty of contractor. A status report on day to day basis will be maintained by the supervisor as a permanent record and may be sent to the office daily.
- iii. Bedroom linen and Bathroom towels shall be changed as per schedule given in Annexure 'A' whenever the rooms are in use. In case of higher requirement (during high occupancy) fresh linen, towel etc should be provided as per requirement. A floor register for this purpose shall be maintained by the contractor and will be scrutinized by ICTS officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the floor register.
- iv. Floors of the rooms and corridor/wings will be cleaned daily with ISI mark detergent/phenyl (harmless WHO certified chemicals) and will be kept clean at all times. Carpets wherever available, shall be cleaned daily by vacuum cleaner and dry cleaning will be done on quarterly basis or earlier, as per requirement. Cleaning of sofa set, covers, curtains will also be done on monthly/quarterly basis, as per the schedule given in Annexure 'A'. The contractor at his own expense shall arrange all consumable and cleaning materials for cleaning and dry cleaning. Mosquito repellent, anti-mosquito spray/fumigation, rodent and pest control, fly/ultrasonic repugnant, etc., shall be done as per the schedule given in Annexure 'A'.

- v. Bathroom/toilet shall be cleaned thoroughly and mopped up every day with ISI marked phenyl/floor cleaner. Air filters of Split/Window type air conditioner will be thoroughly cleaned (every month). Deodorant/Colin/Room Spray shall be used for better results. Liquid Soap Dispenser/ Bath Soap, tissue rolls, toilet paper, bathroom freshener (odonil or equivalent), naphthalene balls, room freshener, toilet cleaner, duster brooms and the cleaning/sanitary materials etc. will be provided by the contractor at no extra cost (For details see Annexure 'A').
 - vi. The contractor should be responsible for quality cleaning of bed and bath linens as per industry norms. The contractor should also provide laundry services to the guest(s) on payment basis at rates approved by ICTS Authority. Reception Desk should attend to the guests' requirements.
 - vii. Toiletry items of reputed brand(s) to be supplied daily in sachets (shampoo, oil, soap) etc. Daily supply can be on the basis of usage of room i.e. one sachet per person per day. A liquid hand wash of a reputed brand should be replenished the the rooms regularly.
 - viii. The contractor shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. To ensure that Supervisors are sufficiently trained and equipped with mobile phones.
 - ix. The agency has to provide the necessary contract labourers (housekeeping, supervisors and receptionist) as required for the guest houses.
 - x. The agency shall commit to making the employees undergo a refresher course at least every 3 months in order to ensure that the quality of service consistently remains at best International Standards.
 - xi. The contractor should keep a small inventory (25 units each)of (good quality) toothbrush, toothpaste, razor, shaving cream, combs, sewing kits, ear buds, facial tissues (small packs) which may be provided to guests, if needed, at MRP.
- 2.2 The contractor shall appoint trained staff having good character and maintain high standards of turn out, maintain the number and quality of staff, as contracted and to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Centre. The contractor as soon as the Agreement is signed, shall submit a list and bio-data with photo of their workmen/supervisors/others indicating their name, age, qualification, experience and salary along with copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and bio-data with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously.
- 2.3 It is normally understood and agreed between both the parties that the Centre will not be responsible or be liable for any laws that are in force/that may come into

force from time to time in respect of personnel engaged by the contractor and the contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

- 2.4 The contractor shall depute such officer and supervisors as proposed by him, who shall be available on site to supervise the contract employees and interact on daily basis with Officer-in-Charge regarding delivering the specified service.
- 2.5 It is understood and agreed that the contractor will be held responsible for any disciplinary matters arising out of the work or conduct of their employees and the contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- 2.6 The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in ICTS.
- 2.7 The contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
- 2.8 The contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender agreement and in respect of the employees engaged by the contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "E".
- 2.9 It is understood and agreed that the contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees.
- 2.10 It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.
- 2.11
 - a) The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.
 - b) The contractor shall pay Salary and other Allowances/Benefits as indicated by the contractor in their tender and accepted by ICTS. Such salary shall be well above minimum wages. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the contractor should pay such salary / wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above minimum wages.

- c)** If the rates quoted by the contractor and accepted by the Centre includes bonus, charges for over time, uniform, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff, food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold /recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.
- d)** The Centre will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Centre due to the contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'E' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.
- e)** The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The contractor shall provide all facilities for inspection/books/personnel on demand by ICTS or any Statutory Authority.
- f)** The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at ICTS. This should be done immediately but not later than one month from the date of signing joint agreement.
- 2.12 It is clearly understood and agreed upon that neither the contractor nor contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the contractor and the Centre for specific services for the period specified.
- 2.13 The successful contractor shall indemnify/deemed to have indemnified the Centre for all claims/losses arising out of this tender. The Contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the contractor on a demand from ICTS.

The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of ICTS that they would indemnify and keep ICTS indemnified and harmless against any claims, losses, expenses which ICTS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till ICTS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor. The contractor also should undertake not to revoke this indemnity during its currency save with ICTS's previous consent in writing.

2.14 The contractor shall follow all rules as may be existing or may be framed from time to time at ICTS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in ICTS as amended from time to time.

2.15 Currently, to maintain the Guest House, the following work force is envisaged.

Receptionist	- 4 Nos
Supervisor Janitors	- 1 No
Janitors	- 11 Nos

This is the minimum manpower requirement envisaged, to maintain the system. *However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor's responsibility to fix the staff deployment pattern and to fulfill the requirements of ICTS.*

2.16 Experience and qualification of Staff

The experience, qualification of the staff being deployed by the Agency should be:

1. Receptionist should have minimum one year experience in a reputed hotel, large industrial canteens, establishment or Institution. One year craft course in F&B service is desirable. Fluency in English, Hindi and at least one local language is essential.
2. Supervisor Janitors should have minimum one year experience in a reputed hotel, large industrial canteens, establishment or Institution. One year course in Housekeeping service is desirable.
3. Other contract personnel for house-keeping being engaged by the agency should have minimum of one year experience in the respective fields.
4. The service personnel being engaged by the Agency should be polite, smart and physically sound.
5. The employed staff should undergo periodical training. The contractor should provide in house training or tie up with professional training centres for regular training of the deputed personnel.

6. HANDING / TAKING OVER

The fittings, fixtures, furnitures, furnishings, linen, gadgets and all other items will be properly handed over after making separate kit inventory/bar coding and details of each items giving specification, duly signed by institute representative of the Guest House, ICTS Bangalore and the contractor for the Guest House. Each room shall display the inventory list and be reconciled on quarterly basis with compulsory annual inventory verification of the complete Guest House.

3. **A. Tenure**

- A.1 The contract with the Centre will be initially awarded for a period of 3 months and if the services are found to be satisfactory, the Centre reserves the right to extend the contract by 9 months initially and subsequently for a further period of 12 months on the same terms and conditions.

3. **B. Termination**

- B.1 Except as provided in Clause B.5 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the contractor, the entire security deposit shall be forfeited. Any other costs and or damages incurred by the Centre to maintain the services contracted to the contractor, on account of such short notice will be deducted from the dues payable to the contractor, or shall be paid by the contractor on demand if such dues fall short of such costs.
- B.2 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Centre from any party at a higher rate, the contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new contract.
- B.3 **Risk Clause:** Notwithstanding the other terms herein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.
- B.4 **Insolvency and breach of contract:** The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

a. If the contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order to order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement

or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs, a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

c. If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

d. In the event of inadequate or unsatisfactory performance of duties by the contractor, the Centre shall have the right to bring to the notice of the contractor the default(s) on their part and the contractor shall ensure that the said default(s) is /are not repeated and /or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default(s) being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

B.5 Notwithstanding any other clause herein, if there is any act of omission by the contractor or the contract employees which jeopardizes the safety/security of the Centre including, but not limited to:

- a) Theft or pilferage of property of ICTS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of ICTS - the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by ICTS. The decision of the Centre Director shall be final in such matters.

B.6 PENALTY

The contractor shall pay any claim made by the Centre of any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the contractor. If the Security Deposit or outstanding bills of the contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the contractor shall pay up all such claims if a demand is made by ICTS.

Deduction on account of unsatisfactory services will be made from the monthly bill. The recovery will be decided by the designated Officer - in Charge. The methodology for deduction will be as under:

1. In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor. Further each occurrence of absenteeism in excess of 20% per day for 3 continuous days, will entail a penalty of 1.5% in the administrative charges charged by the agency, subject to a maximum of 30%.
2. For various lapses, the quantum of penalty shall be as follows:
 - (a) Non-compliance of environment friendly waste disposal methods.
Rs.100.00 per instance
 - (b) Not wearing of uniforms by Agency's employees / untidy uniform
Rs.500.00/day/Person
 - (c) The penalty for unsatisfactory and substandard service or lapse of service:
Rs.500/- per complaint
3. In the event of appeal, the decision of Director, ICTS Bangalore shall be final and binding upon the Agency.

4. DAMAGES AND LOSSES

All the equipment and the items at site stands at the risk and sole charge of the contractor who shall deliver in proper condition at the time of annual stock taking to be done by ICTS. Any shortfall shall be immediately made good by the contractor by replacement. If the same is not replaced within one month of stock taking, the amount shall be recovered from the dues/bills of the contractor. The contractor or his representative shall be present during the stock taking. If the contractor or his representative does not make themselves available, the stock taking shall be conducted in their absence, which will be binding on them. For losses, if any due to natural calamity or any other act of god, beyond the control of either party, ICTS will replenish the same, as per obligation mentioned above.

5. COMPLAINTS

The contractor shall keep a suggestion box to be provided by ICTS to record any suggestion/complaints on performance of services, by the guest and produce to ICTS or its representatives for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their re-occurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of ICTS. The contractor will provide guest feedback forms in each room and collect it to tabulate/display the observations/feedback, grievances or risk and sit for monthly meetings with Administrative Officer-Services.

6. MISBEHAVIOUR OF EMPLOYEES

The employees of the contractor shall maintain strict discipline and not use any violent, abusive or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, ICTS has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents ICTS to advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal.

The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first incident. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.

Any personnel deployed by the agency, refuses work or creates indiscipline would have to be immediately replaced with the consent of the Administrative officer. ICTS reserves the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. ICTS will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

7. BREAKAGE

All damages/breakage to the equipment/inventory in the charge of the contractor, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of ICTS.

8. REPLACEMENT

Replacement of articles (viz. linens, crockery, cutlery, consumables items/inventory etc.), which have been lost will be done after proper assessment by the competent authority and as per decision/mutual discussion and shall be borne by the contractor.

9. Payment Terms:

9.1 The contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the contractor shall only be for actual salary and other benefits paid by the contractor for the number of employees deployed as per contract with ICTS.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between ICTS and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to ICTS. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to ICTS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the Centre only on submission of proof of payment and Schedule of Employees covered for such benefits.

9.1.1 Contractor's monthly claim/bill shall contain the following 12 elements only :

- a. Basic + VDA + Others
- b. PF
- c. ESI
- d. ELI / Group Insurance
- e. Uniform + washing charges of uniform supplied
- f. Supervision and Administration Expenditure
- g. Material Charges
- h. Transportation Charges
- i. Others (if any)
- j. Contractor's margin
- k. Taxes

l. 1/6 relieving charges shall be paid on monthly basis. However, the contractor should ensure that minimum 90% attendance is maintained per shift of duty. PF, ESI and ELI will be reimbursed to the contractor only on production of registration No./ ESI card/payment of ELI premium.

9.1.2 **Leave Salary and Bonus:** The leave salary and bonus shall be claimed by the contractor as and when these are paid by the contractor to its employees and the same will be reimbursed by the Centre on submission of proof for having paid. Leave salary is payable only if substitute is appointed in place of contract Employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

- 9.1.3 **Uniform and washing charges:** The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the contractor.
- 9.1.4 **Bonus :** Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of **Rs. 7000/-** per annum (the ceiling for calculation purpose from the salary or wage of Rs. 7000/- per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs. 21,000/- per month as per Section 2 (13) of Bonus Act, 1965.
- 9.2 The monthly/running bill of the contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the contractors payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month.
- 9.3 The Officer-in-Charge/Accounts Officer is authorized to deduct any amount as determined by the Centre Director from the amounts due to the Contractor for any deficiency in the services provided by the contractor.
- 9.4 Payment of contractor's bill shall normally be made within 15 working days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.
- 9.5 Payments by the contractor to the contract employees shall be disbursed on or before 7th of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of ICTS. If 7th happens to be a holiday, payments shall be made on the previous working day. The contractor shall notify all his employees /workers about the monthly payment date in their appointment order, and follow this schedule strictly, whether the Centre has paid the contractor's bill or not. The payment of salary and all other benefits such as bonus and over time charges to the contract employees shall be disbursed in the presence of Accounts Officer and / or any authorized officer of ICTS.
- 9.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

- 9.7 Security Deposit: A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement, subject to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the contract, by the contractor.

- 9.8 It is important for the contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of issuance of Work Order. Any increase or decrease in the rates shall be only in respect of statutory duties / levies and such claim/s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.
- 9.9 At any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. All the posts should be filled at any given point of time. No post should be kept vacant due to absenteeism. Payment shall however be restricted to actual number of people as physically deployed in each month.

10. Suggestions Register:

The contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to any authorized person of the Centre for inspection and supervision at all times.

11. Safety, Security and Insurance

- 11.1 The contractor shall follow all security rules of the Centre and instructions received from time to time regarding issue of identity cards, all material movements (incoming and outgoing).

- 11.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director shall be final and will be binding on both parties.
- 11.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.
- 12. Miscellaneous**
- 12.1 The work mentioned in the schedule is not exhaustive, but only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.
- 12.2 The contractor shall meet the designated Officer-in-Charge of the Centre everyday, to receive the details of issues/complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer-in-Charge.
- 12.3 The employees/workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialised and only in-house training is possible, at least a certain percentage of employees/workers shall be experienced/trained who shall be able to impart training/expertise to others.
- 12.4 The contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless ICTS has asked for it or without advance approval of ICTS.
- 12.5 The contractor shall ensure that no contract employees nor anyone from his side use ICTS transport to come to the work spot or return. The contractor shall use emergency services like medical help and emergency vehicles of ICTS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury/death and or loss/damage will fully rest with the contractor.
- 12.6 The tenderer must indicate any deviations in Annexure-D, with reasons thereof. The deviations indicated by the tenderer shall be from the tender document issued by ICTS. Deviations shall be valid only if it is accepted by ICTS and forms part of the joint agreement.

13. Dispute and Resolution

Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Centre Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

14. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents clauses in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superceded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the contractor.

15. Amendments to Work order/agreement

Any amendment to the Work order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised representatives of both parties.

For and on behalf of International Centre for Theoretical Sciences

Administrative Officer

ANNEXURE – A
TENDER SPECIFICATIONS
SCOPE OF WORK FOR GUEST HOUSE FACILITY MANAGEMENT

- 1. The Centre (ICTS) will provide the following inventory/facilities:**
 - i. Furnishing of Rooms.
 - ii. Air Conditioners, Voltage Stabilizers, Geysers, etc.
 - iii. Provision of curtain, blanket, looking mirror, towels, bed sheet, bed cover, mattress, protector cover, pillow, pillow cover, wall clock, table lamp, wall hangings etc..
 - iv. Telephone instruments and extensions, computer/ /TCPIP connection.
 - v. Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure will be provided.
 - vi. Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by ICTS.
 - vii. Renovation/ addition to the building, solar water heating, firefighting equipment, emergency power line etc. shall be taken care of by the institute.
 - viii. Matters related to civil or major electrical works of E&M Department etc. shall be taken care of by the institute.
 - ix. Racks, Cupboards, Room Locking arrangements, shoe/luggage rack etc. as one time support.
 - x. ICTS will provide a comprehensive computing software and room reservation/allotment system, networked connection/interface, billing, inventory management and complaint redressal mechanism through the said software.
 - xi. ICTS will hand over to the Agency materials like beds, cots, linen, chairs, tables, mixer/grinder, fridges, kitchen equipment, machinery etc. and the Agency has to agree to keep proper acknowledgement and Agency shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to ICTS in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.
- 2. ICTS being an Educational Institution, the contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.**
- 3. All personnel/employees/workmen employed by the agency shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of the agency shall be liable to security screening by the Security Staff/Agencies deployed by ICTS.**
- 4. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of ICTS.**
- 5. The agency shall appoint fully qualified and competent workers; appropriate operations-in-charge personnel should be deployed by the agency, at their own cost, to ensure that the services rendered by them are at the best International Standards and the responsibility and obligations undertaken by them are carried out to utmost satisfaction of the ICTS. The agency as an employer of its employees/workmen shall**

- have exclusive right to appoint, substitute, suspend and terminate the services of any of their employees / workmen to fulfill their obligations under this agreement with enough reasons for doing so, with approval of the institute authority.
6. The employees/workmen employed by the agency shall always be under the direct and exclusive control and supervision of the agency and the agency may transfer its employees / workmen and in accordance with their needs, provided in consultation with the Administrative Officer -Services /the officer designated by the Director, ICTS. Adequate and necessary numbers of employees / workmen are deployed by the agency for fulfillment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment and other paraphernalia as may be considered necessary.
 7. The number and composition of staff required for ICTS Guest House should be given separately. The tenderer should have sufficient number of permanent employees on roll, specifically qualified and trained for housekeeping and allied work as per tender requirement (For details refer to Annexure 'A').
 8. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by ICTS, before the commencement of work:
 - 8.1 List of Manpower short listed by agency for deployment at ICTS, containing full details i.e. date of birth, marital status, address etc;
 - 8.2 Bio-data of the persons with passport size photograph
 - 8.3 Character certificate from a Gazetted officer of the Central / State Government or certificate of verification of antecedents of persons by local police authority.
 - 8.4 Their deployment will be only after the approval of the Administrative Officer , Services /the designated officer.
 9. The selected agency shall provide name badges and identity cards, bearing the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc. to the personnel deployed at the guest houses.
 10. Services will be provided by presentable, neatly attired and well-mannered qualified and trained Attendant/personnel as per their functional designation, mentioned in Annexure – III-. The personnel deployed (preferred age group: 21-50 years) of certified character and antecedents be Indian national and must display name badges and identity card signed by the agency/contractor and be conversant in speaking Hindi, English and local languages.
 11. The agency should provide at least two sets of uniforms to all personnel employed by them. The staff should wear formal, clean, and pressed uniforms as per their job assignments. Staffs working without uniform are liable to be turned down from being engaged in work in the guest houses. Housekeeping staff – Appropriate uniform shall be provided for gents and ladies.
 12. The contractor should ensure to maintain adequate number of manpower to meet the contractual obligation and also arrange a pool of standby manpower for special occasions with prior approval of Administrative Officer Services, Guest House / the designated officer. A proper record and register should be maintained and presented for checking purpose of the Administrative Officer Services / the Designated Officer.
 13. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will

- be imposed by Director, ICTS Bangalore or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the contractor.
14. All personnel and their bags and baggage deployed with the contractor shall be liable for physical security check both at the time of entry and leaving the Guest House campus. The institute may introduce a system of Bio Metric/ RFID attendance/ GIS checking system, bar coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the contractor or agencies, rendering service to the Guest House.
 15. The services will be provided round the clock on all days of the year (24 x 7 x 365) with sufficient number of manpower required to run the operation. Leaves of the contract employees of the agency should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to the contractor.
 16. No items will be taken out of the Guest House without written permission of the Administrative Officer (Services) or the designated officer nominated by the Director, ICTS. Normally no inventory will be shifted from one room/ place to another, without approval of Administrative Officer services, Guest House/designated officer and making valid entry in the stock register of the inventory.
 17. The allotment of rooms (accommodation), in the Guest House will be done by a nominated official of ICTS Bangalore. The institute will introduce a web/IT based room reservation system/billing etc. which will be binding and acceptable to the contractor.
 18. Room and catering charges will be collected by the contractor and the same will be deposited with the official nominated by ICTS. Room charges including advance collected during Saturdays, Sundays and notified holidays should be deposited on next working day, failing which 24% interest will be charged on the withheld amount from the contractor.
 19. The contractor or his representative will not allow any unauthorized person including company officials to stay in the guest house. If at any time or during surprise check it is found that any unauthorized person is staying in the guest house, the contractor will be directly responsible and a financial penalty of Rs.20,000/- per day will be imposed on the contractor for the damage and the same will be recorded in the complaints precedence register.
 20. ICTS will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
 21. Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor. In this regard the contractor at all-time should indemnify ICTS Bangalore against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required.

Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the state me deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the ICTS authority for verification and record.

- (a) The contract with the Centre will be initially awarded for a period of 3 months and if the services are found to be satisfactory, the Centre reserves the right to extend the contract by 9 months initially and subsequently for a further period of 12 months on the same terms and conditions
- (b) The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to food items prepared and sold by him to the guest house, ICTS Bangalore, including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale or defective food or materials provided as meals during the entire contract period.

DETAILED SCOPE OF WORK FOR GUEST HOUSE MANAGEMENT AND RECEPTION SERVICES

1. Manage the Reception counter by a professional and experienced person who will attend the guest with decent and hospitable manner; Attend to and address any guest complaint promptly.
2. Maintain the check-in and check-out in both Registers and in system
3. Allot the rooms in the Guest house as per the directive received from Main Guest House office
4. Arrange safe handling of baggage of the guest;
5. To attend the telephones, and maintain a call traffic register
6. Maintain the Complaint Register (standard Format) which should be available on demand;
7. To arrange emergency transport as and when required by the guest;
8. To provide information with regard to rail/air/ timings and information related to campus to the guests on request;
9. To ensure overall cleanliness in the surrounding areas of the Reception Counter, lobby;
10. To Report the Room-wise Occupancy status every morning to the In charge Guest house ;
11. To Report non-functional electrical gadgets (Geyser, Fan, lights, AC etc) and other maintenance issues of the rooms as well as common areas to the Administrative Officer through Guest house manager. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the In charge, Guest house daily through receptionist.
12. At the time of check-out, to ensure that all the items provided in the room (like Remote of TV etc) are available in the room in case of any missing items the contractor will be solely responsible to replace the same at no extra cost.

HOUSE KEEPING & JANITORIAL SERVICES

All systems and processes in Soft Services should be designed to achieve the highest standards of hygiene and cleanliness through Innovative approaches and integration of trained and qualified human resources, state of art equipment's, eco-friendly cleaning products and proven processes. The results should be of a superior quality performance levels.

1. To ensure that all the rooms, fixture and fittings attached to the rooms are kept well cleaned, regularly as specified in the cleaning service (Record to be maintained for verification).
2. To ensure that all rooms are provided with following items at any point of time (Record to be maintained for verification). These items will be provided by the Institute.
 - a. Bed Sheet
 - b. Bed Cover
 - c. Pillow Covers
 - d. Blanket
 - e. Bath Towel
 - f. Hand Towel

- g. Tumblers (Glass)
 - h. Coasters
 - i. Hangers
 - j. Bucket
 - k. Foot Mat
 - l. Mug
 - m. Dustbin open
 - n. Dustbin closed
 - o. Electrical Kettle
 - p. Cups
 - q. Telephone
3. The Agency shall supply the following toiletries and consumable for each room per new occupant and replenish every alternate day.
 - a. Bath Soap 50gms
 - b. Shampoo Sachet
 4. The Agency shall supply the following consumables for each room per day.
 - a. Coffee, Tea, Milk and Sugar Sachets
 5. The Agency shall ensure the following items are replenished promptly in each room.
 - a. Goodnight/All-out mosquito repellent with refills
 - b. Toilet Tissue Rolls (2 nos.)
 - c. Room fresheners
 - d. Napthalene balls
 - e. Battery Cells (in working condition) for AC remotes.
 6. Bedroom linen and Bathroom towels should be changed every second day during occupancy or more frequently, if required.
 7. All items mentioned above should be of superior / branded quality. The Agency should provide all these items.
 8. Go-green initiatives should be a part of agency's mission with the usage of eco - friendly branded cleaning chemicals.

The service of the House-keeping is round-the-clock operation. It includes the followings:

CLEANING SERVICES

It is necessary to maintain the environment of the guest house in a healthy and hygienic condition round the-clock at the level of a 3-star hotel or above. All living areas are to be kept clean and tidy and effective waste collection and disposal arrangements shall be made. The following jobs are to be carried out under Cleaning Service:

Daily Cleaning:

1. Sweeping of the entire premises;
2. Damp moping of tiles, vitrified floors, staircases, sidewalls, corridors, passages;
3. Dusting of desk, table, chair and furniture located in the rooms occupied;
4. Special attention will be paid to the cleaning of wash basins.
5. Thorough cleaning and sanitization of the toilets, wash basins, mirrors, dustbins and WC facilities using suitable non-abrasive cleaners and disinfectants;

6. All the wash basins, toilets pans should be kept stain free using harpic/sanifresh etc;
7. All surfaces shall be free of germs, soap and mud at the wash rooms/WCs;
8. Replacement of bathing towels/hand towels on a daily basis in all the WC facilities/wash-up area;
9. Cleaning of Door mats; aluminum doors, aluminum Fish plates etc.
10. Naphthalene balls, urinal cubes, should be supplied sufficiently in the toilets;
11. Emptying all waste paper baskets from all rooms and washing or wiping them clean with damp cloth, replacing plastic waste paper basket linings and returning of items where they were located;
12. All waste wet and dry from waste paper baskets, kitchen, dining halls etc. will be collected and disposed off as per the guidelines every day.

Weekly Cleaning:

1. Glass table tops, doors partitions and glass accessories would be cleaned using solvent;
2. Cleaning of bath fittings with silvo.

Monthly Cleaning

1. All glass doors, windows of the premises would be cleaned using damp and dry method;
2. Cleaning of photos, sculptures, panels, glass/board partitions etc.;
3. Wipe/clean/polish of all staircases/ metal railings, passages, corridors with detergents/ brasso/silvo etc.
4. Dusting /cleaning of Venetian blinds.

Quarterly Cleaning:

1. To remove cobwebs from the entire guest house premises wherever they exist;
2. Scrubbing of all floor areas;
3. Carpets in Guest Rooms if any to be cleaned with shampoo by an experienced personnel;
4. All wooden/leather furniture to be dusted, polished, cleaned with solvent and maintained in good condition;
5. Washing/dry cleaning, ironing and refitting of curtains.

List of Cleaning Agents to be used:

All the items listed below should be available with the housekeeping dept. of the contractor.

- | | |
|----------------------------|---------------------------------------|
| 1. Dusting Cloth | 2. Scrubbers with handle |
| 3. All Purpose Cleaner | 4. Dust pan |
| 5. Window Glass Cleaner | 6. Dust brushes |
| 7. Window Applicator | 8. SS Scorch pads/steel wool |
| 9. Window Squeeze | 10. Nylon brooms with sticks |
| 11. Garbage bags large | 12. Floor dust mops with holder |
| 13. Garbage bags medium | 14. Feather duster |
| 15. Garbage bags small | 16. Spray bottles |
| 17. Air Freshener | 18. Toilet brush |
| 19. Insect Killer | 20. Hand brush |
| 21. Naphthalene Balls | 22. Plastic buckets |
| 23. Dettol | 24. Extension pole for glass cleaning |
| 25. Deodorant / fresheners | 26. Harpic/Flush Clean |
| 27. Toilet paper rolls | 28. Single Disk Scrubber |

ANNEXURE -B

PROFILE OF EXPERIENCE IN THE FACILITY MANAGEMENT SERVICES
(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

1. Name and status of the Proprietor / Director/ Partner :
2. Qualification :
3. Average age of the work men :
4. Hospitality Experience in : Medium / Large Research Establishment / Large Residential Public School/Big Multinational company
 - a. Position held :
 - b. Reasons for leaving :
 - c. Length of service and designation in each post (*attach additional sheet, if necessary*) :
 - d. Do you have experience of running a system similar to work put to tender. If yes, please give details :
5. a. Do you have a control room which is open round the clock. If yes, Name, phone No./Mobile No. & the designation of person manning it :
 - b. In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
6. Have you provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
7. If you think you have expertise in the work put to tender, please give a brief write up on that. :
8. Any other information :

Signature :
Name :

Designation :
Name & Address of the company with Seal :
Date :

ANNEXURE – C

SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary)

Sl. No.	Name of the Company with full Address	Period		Contract Value (Rs.) Contact person & phone Nos.
		From	To	
Signature				
Name				
Designation				
Name of the company				
Date				
Seal of the company				

ANNEXURE – D

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

--

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

Signature

Name

Designation

Name of the company

Date

Seal of the company

ANNEXURE - E

STATUTORY OBLIGATIONS:

The selected contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules/changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify/is deemed to have indemnified ICTS against all such liabilities which are likely to arise out of the contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all contractors to cover all their employees/workmen cover by this tender with these cover/benefits.

1. The Contract Labour (Abolition & Regulation Act, 1970):

The selected contractor shall obtain and produce license from the Labour Commissioner's office (Central). They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month. The contractor will receive payment from the Centre only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in ICTS premises and the Accounts Officer or one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be by contribution from the successful bidder as indicated in Annexure B. Proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between ICTS and the contractor.

6. Workmen's Compensation (ELI):

All employees/workers shall be covered for injury/death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the contractor to cover all employees/workers employed by the contractor in ICTS. ELI premia is of the order of 3% on salary + DA as per the statutory laws and amendment.

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be reimbursed to the contractor only in succeeding months on submission of proof of having paid the premia/subsription. Premia towards ELI shall be paid to the contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/contribution/subsription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the contractor shall promptly inform ICTS, which will suggest ways and means to put such unpaid amounts to proper use.

INFORMATION TO TENDERERS

The Tender shall be evaluated under 2 (Two) Bid System

- a. Technical Bid
- b. Financial Bid

Technical Evaluation shall comprise of

SI No	Particulars		
I	Pre-Qualification checklist – vendor to qualify in all the pre-requisites with sufficient proof.		
A	Registration Certificate of the firm	Y/N	
B	PAN NUMBER / Service Tax Registration Certificate.	Y/N	
C	Latest solvency certificate issued by the bank.	Y/N	
D	PF, ESI registration copies.	Y/N	
E	Acceptance of all terms and conditions, tender document and all Annexures duly signed on all pages	Y/N	
F	Any technical deviation indicated? If so, are they acceptable to ICTS	Y/N	
G	EMD enclosed	Y/N	
H	Does the vendor meet the previous minimum work experience criteria?	Y/N	
I	Provided All Risk Policy, Employees Liability Insurance, etc. in any of your contracts	Y/N	
J	Does the manpower deployment meet the minimum requirement indicated?	Y/N	
K	Does the firm meet all the above minimum criteria to evaluate further?	Y/N	
L	Either the Registered Office or one of the Branch Offices of the bidder should be located in Bangalore.	Y/N	
M	The bidder /Company / Firm / Agency should have experience (at least 1 contract in the last 2 years) in providing similar services to Public Sector Companies/Government Departments / Research Organizations / Reputed Private Sector Companies.	Y/N	
N	The agency should have inhouse training facility / tie up with professional training centres for training of deployed personnel	Y/N	

II	Evaluation of Vendor – Vendor having maximum experience and highest work order values among bidders will be given maximum marks. Vendors meeting the minimum requirement will be given minimum marks and additional experience and value of work orders will be given pro-rata marks.	Min. Marks	Max. Marks
A	Minimum 2 (two) years of experience in providing housekeeping services, reception and room allotment, general maintenance services, hospitality of guests etc., for a minimum of 50 room guest house or 100 guests. Preference will be given to companies having national presence and ISO 9001-2000 certification. Preference will be given to companies who have experience in running a three star or above facility in the last 2 years. (more Work Experience will carry more weightage pro rata)	20	30
B	The agency shall have executed or be executing a single contract worth Rs. 36 lakh per annum or two contracts of Rs. 18 lakh or three contracts of Rs. 12 lakhs more during the last three year period.	20	25
C	Minimum 2 (two) Performance Certificates from two existing clients after 01/01/2013. (more performance certificates will carry more weightage pro rata)	15	20
D	The agency shall have 2 ongoing contracts of which at least 1 shall be with a capacity of 50 or more rooms.	20	25
	TOTAL MARKS	75	100

Signature, Name, Address and
Seal of the proprietor / Managing Partner etc.

Name:
Designation:
Signature:

Seal of the Company:
Date:

ANNEXURE – F

PRICE BID

- Name of the firm along with Registration No. :
- PF Registration No. :
ESI Registration No. :
(copies to be enclosed)
- Registered address of the firm :
- Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Ltd, Public Limited Co., etc.,)
- No. of employees proposed to be deployed for running the contract and Deployment Pattern
- a) For estimated quantities as in Annex. A.
- i) Receptionist
ii) Supervisor Janitors
iii) Janitors

Monthly salary & other contributions payable to each worker /employee under:

- a) The Minimum Wages Act and other statutory provisions (and requirements as enumerated by ICTS in these documents and as applicable) in force as on date (indicate with break up in the columns below).
- b) You propose to pay (please indicate in column furnished in Table B below)

The percentage of salary (Sl.No.1 in Table-B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.

TABLE A

Sl.No	Statutory Benefits	% to be collected from employee	% to be paid by the Contractor	Total %
1	PF	12	13.61	25.61
2	ESI	1.75	4.75	6.5
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workmen's Comp)	-	3.00	3.00
	Total	13.75	29.69	43.44

*Subject to maximum of Rs. 3,499.00 per annum

Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure 'A'):

TABLE – B

Sl. No.	Description	Receptionist	Supervisor Janitors	Janitors
1	Salary (Basic + VDA + Others)			
2	PF			
3	ESI			
4	ELI (Workmens' compensation)			
5	Leave salary (max. 6%) & 1/6 reliever charges			
6	Bonus			
7	Uniform	Rs.600.00	Rs.600.00	Rs.600.00
8	Accommodation/food (max.7% if given)			
9	Washing charges	Rs.100.00	Rs.100.00	Rs.100.00
10	Any other (specify)			
11	Housekeeping Material Charges			
12	Transportation Charges			
13	Supervision & Administrative expenses			
14	Contractor's margin			
15	Taxes, duties, levies, etc.(pl. provide break up details)			
16	No. of employees proposed			
	TOTAL (Rs.)			

Total Monthly Rate in respect of the following:- Rate for one man day under each category

Sl. No.	Description	Requirement of manpower as estimated by the bidder	Salary per man day	Rate per month in Rs. (including all duties taxes)
A	Receptionist			
B	Supervisor Janitors			
C	Janitors			

Specify designation and experience in the field with level for each column

- i.* Please specify and attach separate sheets, if necessary
- ii.* All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfill the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.
- iii.* In order that the bidders have a clear idea, it is important that the prospective contractors visit ICTS to see the area and work and have discussions before submitting the bids.
- iv.* Please submit the Deployment Pattern of the above mentioned Staff.

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The contractor shall quote salary, supervision & admin. charges, contractor's margin, (Sl.No. 1, 12 & 13 above) and the rest are either percentages of salary or fixed as indicated herein. Uniform and washing charges are Rs. 600+100 per month. The contractor shall supply 2 sets of uniform within a month of award of contract and two fresh sets will be issued if the contract is renewed beyond one year i.e. by the 13th month if renewed for 2nd year.

The monthly and periodical premia/subsorption on all the above shall be paid by the contractor and the quantum to be paid by the employee shall be collected from each employee by the contractor or deducted from their salary. The quantum on leave salary and accommodation & food are 6% and 7% of salary respectively.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes and to claim premia or costs thereof under Sl. No.11"any other" and indicate details thereof or separately. (pl. attach additional sheets, if necessary).

Signature, Name, Address and
Seal of the proprietor / Managing Partner etc.

Name :

Seal of the Company:

Designation:

Signature:

Date:

ANNEXURE G

Commercial Bid for Other Items (Optional but Mandatory to quote)

Format to be filled up by the Agency

1. Name of Firm/Bidder: _____

2. Address : _____

3. Phone/Fax/Mobile/Email: _____

Sl. No.	Description	Unit Rate	Total Amount
1	Cleaning Material	Rs.	
2	Cleaning Equipment rental charges *	Rs.	
3	Toiletries supplies Min Rs ----- -----per 1000 sets)\$	Rs.	

* Provide list of cleaning material, brand, and unit rate, quantity required for one month, total cost, equipment needed for cleaning and its rental cost in a separate sheet.

\$ Quote should be for 1000 sets, but monthly billing will be as per actual number of sets given.

Signature of the Authorized Person

Date:.....
 Place:.....

Full Name.....
 Company Seal.....

ANNEXURE H

**Commercial Bid for Other Items
(Optional but Mandatory to quote)**

Format to be filled up by the Agency

1. Name of Firm/Bidder: _____

2. Address : _____

3. Phone/Fax/Mobile/Email: _____

Sl. No.	Description	Unit Rate	Minimum	Total Amount
1	Bottled water (500 ml)	Rs.	Quote for 500 per month [@]	
2	Bottled water (1 Ltr)	Rs.	Quote for 100 per month [@]	
3	Coffee/Tea sachet (Should contain 2 sachets each of coffee, tea, sugar, and milk)	Rs.	Quote for 300 each per month [@]	
4	All-out Unit (with refill)	Rs.	Quote for 30 per month [@]	
5	All-out refill	Rs.	Quote for 100 per month [@]	
6	Battery Cells (for AC/TV remote)	Rs.	Quote for 30 per month	
	Subtotal			
	Applicable Taxes (if any)			
	Gross Total			

[@] Quote should be for the indicated numbers but monthly billing will be as per actual numbers.

Signature of the Authorized Person

Date:.....
Place:.....

Full Name.....
Company Seal.....

ANNEXURE J
Commercial Bid for Laundry
(Optional but Mandatory to quote)
 (Format to be filled up by the Agency)

1. Name of Firm/Bidder: _____
2. Address : _____
3. Phone/Fax/Mobile/Email: _____

Please specify the laundry charges for each item below

Sl. No.	Description	Unit Rate	Minimum	Total Amount
1	Bed Sheet/Bed Cover/Blank Linen	Rs.	Quote for 300 per month@	
2	Pillow Cover	Rs.	Quote for 300 per month@	
3	Blanket	Rs.	Quote for 300 per month@	
4	Bath Towel	Rs.	Quote for 300 per month@	
5	Hand Towel (cloth)	Rs.	Quote for 300 per month@	
6	Curtain (dry cleaning)	Rs.	Quote for 25 per month@	
7	Cleaning of Upholstery (Sofa/chair)	Rs.	Quote for 25 per month@	
8	Drycleaning of Curtains (small)	Rs.	Quote for 50 per month@	
9	Drycleaning of Curtains (Big)	Rs.	Quote for 25 per month@	
	Subtotal			
	Applicable Taxes (if any)			
	Gross Total			

@ Quote should be for the indicated numbers but monthly billing will be as per actual numbers.

Signature of the Authorized Person

Date:.....

Full Name.....

Place:.....

Company Seal.....

Note: The price bid be submitted in a format, as per illustration given above. The rate/amount be mentioned on per item/day/month basis. A separate sheet of paper may be attached, if required. Each sheet should be duly signed. All price bids (Annexures F to J) should be pinned together and enclosed in a separate sealed envelope marked as "Cover II - Commercial Bid" and submitted along with the Technical Bid.