



**INDIAN INSTITUTE OF  
MANAGEMENT CALCUTTA**  
Diamond Harbour Road, Joka,  
Kolkata - 700104

**TENDER REFERENCE NO**

**IIMC/HK-OTHERS/III/2023-24**

**DATE : 19 DECEMBER 2022**

**TENDER DOCUMENT**

**FOR**

**JOB/ SERVICE CONTRACT TOWARDS PROVIDING HOUSEKEEPING  
SERVICES AT OTHER BUILDINGS CONSISTING OF TATA HALL,  
ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT  
SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN  
GATE, SECURITY OFFICE AT GATE -II, MEDICAL UNIT, STAFF CANTEEN,  
SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD  
DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE,  
GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND  
INDOOR SPORTS COMPLEX AT INDIAN INSTITUTE OF MANAGEMENT  
CALCUTTA**

**INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**  
**Diamond Harbour Road, Joka,**  
**Kolkata - 700104**

**TENDER REFERENCE NO : IIMC/HK-OTHERS/III/2023-24**  
**DATE : 19 DECEMBER 2022**

**REQUEST FOR PROPOSAL (RFP) FOR HOUSEKEEPING SERVICES AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX AT INDIAN INSTITUTE OF MANAGEMENT CALCUTTA**

Sir,

1. On behalf of the Director, Indian Institute of Management Calcutta, Kolkata (herein after referred to as "IIMC"), ONLINE bids are invited from bidders for ***HOUSEKEEPING AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX*** at Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata, West Bengal – 700 104.
2. **Availability of the Tender Document**. The Tender Document will be published on the Central Public Procurement Portal (CPPP) ([www.eprocure.gov.in](http://www.eprocure.gov.in)). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in tender documents. Unless otherwise stipulated in this tender document, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to *Senior Administrative Officer (Purchase) of the IIMC, Kolkata*.
3. This RFP is to be submitted for Technical Bid duly signed & stamped on every page by the vendor as token of acceptance of terms and conditions mentioned in the RFP.
4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-
  - (a) **Bids/queries to be addressed to**. Senior Administrative Officer (Purchase), Indian Institute of Management Calcutta.
  - (b) **Name/designation of the contact personnel**. Senior Administrative Officer Purchase, Indian Institute of Management Calcutta
  - (c) **Telephone numbers of the contact personnel**. +91-33-7121 1000 Extn 1070/1061/ 1062 and +91-33-7121 1070, +91-33-7121 1061 and +91-33-7121 1062 (Direct)
  - (d) **E-mail id**. [sao\\_purchase@iimcal.ac.in](mailto:sao_purchase@iimcal.ac.in)
5. This RFP is divided into five parts as follows:
  - (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

6. This RFP contains the following FORMS:-

- (a) Appendix 'A' – Schedule of Requirement/ Scope of Work.
- (b) Appendix 'B' – Bidder's Information.
- (c) Appendix 'C' – Terms and Conditions Compliance Certificate.
- (d) Appendix 'D' – Bank Guarantee Format of Performance Security.
- (e) Appendix 'E' – No Claim Certificate.
- (f) Appendix 'F' – Technical Specification and Vendor Eligibility Criteria.
- (g) Appendix 'G' – Bid Security Declaration Certificate.
- (h) Appendix 'H' – Price Bid Format.

7. Nominal/ merely typographic error may be overlooked or to be dealt as per the discretion of PROCURING ENTITY.

8. This RFP is being issued with no financial commitment and the BUYER reserves the right to change or vary any part thereof at any stage. The BUYER also reserves the right to withdraw the RFP AND REJECT ANY TENDER, should it become necessary at any stage.

9. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,  
Sd/-x-x-x-x-x-x-x  
(Zulfquar Hasan)  
Senior Administrative Officer (Purchase)

10. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the RFP and contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date : 2022

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name in BLOCK CAPITAL Letters  
(Capacity i.e. Proprietor/ Partner  
With Stamp)

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Submission of Bids.** *09 January 2023 at 0930 hours.*

2. **Manner of Submission of Bid.**

(a) The tender documents shall be submitted online in the prescribed format given on the websites and technical bids received online (Central Public Procurement Portal) shall be opened as per NIT or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid".

(b) Bill of Quantities (BOQ) with rates duly filled in is to be submitted in the format provided online in the name of "Price Bid". Hence, physical submission of the documents is limited to submission of original Bid Security/Earnest Money Deposit (EMD). Bid Security/ EMD should be deposited in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business.

(c) Representative of the bidder, who chooses to attend, may attend the online opening of the technical bids on the scheduled date and time of Bid opening. However, such representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the signed letter of authority issued in his name by the bidder on his letter head.

(d) Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

(e) The bidders are advised to submit their e-bids well before the e-bid due date. IIM CALCUTTA shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

(f) Any tender received without original Bid Security/ EMD [except those who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME)] and BID SECURITY DECLARATION CERTIFICATE (Attached as **Appendix 'G'** to this RFP) (Bidders who are registered with NSIC and MSME), will be summarily rejected.

3. **Schedule of Bids Opening.**

(a) **Time and date for opening of Technical Bids.** *10 January 2023 at 1000 hrs.*

(b) **Time and date for opening of Commercial Bids.** **To be intimated in due course of time.**

*(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the BUYER).*

4. **Location of the Tender Box.** Tender box will be located at Administrative Block, Indian Institute of Management Kolkata, Diamond Harbour Road, Joka, Kolkata – 700104.

5. **Two Stage Bidding System.** Two-Bid system has been adopted and only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the BUYER.

6. **Modification, Resubmission and Withdrawal of Bids.** Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed.

Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

7. **Rejection of Bids.**

(a) Conditional bids will be rejected.

(b) Prices quoted unreasonably HIGH or LOW from LPP (Last Purchase Price)/prevailing market rates may be considered for rejection at the discretion of BUYER.

8. **Validity of Bids.** The Bids should remain valid till **SEVENTY FIVE (75) DAYS** from the last date of submission of the Bids.

9. **Earnest Money Deposit (EMD)/ Bid Security.** Bidders are required to submit EMD in favour of the "INDIAN INSTITUTE OF MANAGEMENT CALCUTTA" for an amount of **Rs 7,79,000/- (RUPEES SEVEN LAKH SEVENTY NINE THOUSAND ONLY)** along with their bids in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. EMD is to remain valid for a period of FORTY FIVE (45) DAYS beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them after expiry of the FINAL BID VALIDITY PERIOD and LATEST BY THE THIRTIETH (30<sup>TH</sup>) DAY after the award of contract. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and Ministry of Micro, Small & Medium Enterprises (MSME). However, the Bidders who are registered with NSIC and MSME, they need to furnish BID SECURITY DECLARATION CERTIFICATE (Attached as **Appendix 'G'** to this RFP). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope along with quotation in main envelope. Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.

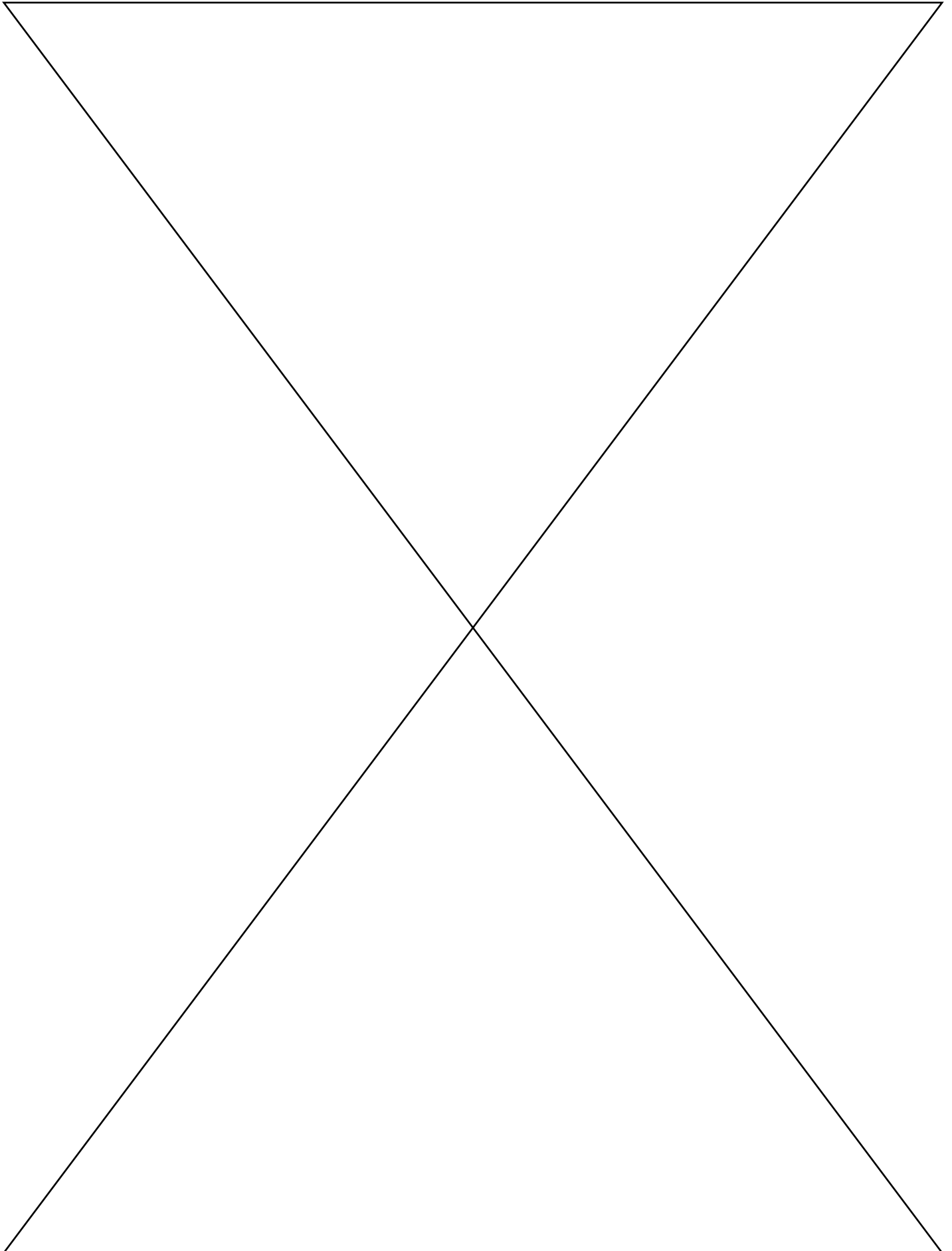
10. **Performance Security Deposit.** To ensure due performance of the contract, Performance Bank Guarantee (hereinafter called as PBG) is to be deposited by the successful bidder after awarding of the contract in the form of Insurance Surety Bond, an Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque/Bank Guarantee/E-Bank Guarantee from any Commercial Bank or Private Bank authorized to conduct government business. PBG will be for an amount of **THREE PERCENT (3%)** of the value of the contract as specified in the bid document and it will be refundable without interest after successful completion of the contract and no liabilities from the Service Provider or its employees. In case of any complaint, the PBG shall be discharged only after adjusting all dues, liabilities of the worker etc. PBG should remain valid for a period of **SIXTY (60) DAYS** beyond completion of all contractual obligations including warranty obligations (if any). In case of any change of constitution of the Service Provider, the rights of *IIM Calcutta* should not suffer. It should be clearly understood that the difference between the Performance Security deposit and the EMD will be deposited by the Service Provider/Bidder. Performance Security Deposit will be released by IIMC after completion of the contract and it will be forfeited (partly/fully as decided by the Competent Authority of IIMC) in case ESI, EPF or any other statutory compliance is not made depending upon the cause. Proforma of Performance Bank Guarantee is enclosed at **Appendix 'D'** to this RFP.

11. Price must be quoted on Freight On Road (F.O.R.) (where applicable) at IIMC, destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is "Administrative Officer (Purchase), Indian Institute of Management Calcutta, Diamond Harbour Road, Joka, Kolkata- 700104 (West Bengal)".

12. The approval or rejection to tenders(s) rests with Competent Authority (CA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

13. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

14. Other than the terms and conditions mentioned in this RFP (Tender Document), the Rules and Provisions of “General Financial Regulations 2017 and Manual for Procurement of Goods Updated in June 2022 (amended from time to time)” will be in vogue in case of any disputes arise during the period of contract.



## PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements/ Scope of Work.** As per **Appendix 'A'** to this RFP.
2. **Eligibility Criteria.** The tendering Company/Firm/Agency shall fulfil the following criteria for submission of Bid:-

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Documentary Evidence Required to be attached as Proof</b>
(a)	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
(b)	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
(c)	The Company/Firm/Agency shall have at least five years' experience in successfully providing similar services to Central/State Government organizations, Autonomous Bodies, Public Sector Undertakings	Copies of Work Order along with the satisfactorily Work Completion Certificate
(d)	The Company/Firm/Agency shall have been registered with the labour department and other concerned government authorities	Copy of Registration Certificate duly Self-attested
(e)	The Company/Firm/Agency shall have average annual turnover of at least Rs 1.29 Crore (Rupees One Crore Twenty Nine Lakh Only) for any three financial years starting from 01 April 2017 and ending on 31 <sup>st</sup> March 2022	Copies of audited balance sheet duly audited by Chattered Accountant
(f)	The Registered Office/ Branch Office/ Operational Office of the manpower Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation or any other document (as applicable) issued by Central/State Govt agency
(g)	The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act and other relevant act	Copy (s) of relevant certificate(s)/ documents
(h)	The Company/Firm/Agency shall not have been debarred by any organization	Self declaration on company's letter head
(j)	The Company/Firm/Agency should have minimum 100 workmen/manpower as on 31 October 2022 on their wage rolls	Copy of Salary/wage register

3. **Terms and Conditions of Contract:-**

(a) The successful bidder will be responsible for transportation and loading/ off-loading of all materials related to them and no extra payment will be made by the IIM Calcutta on this account.

(b) The successful bidder himself will be responsible for safety and security of his material and IIM Calcutta will not be responsible for any damage/theft of material of the Successful Bidder.

(c) For any emergency situation, the Successful Bidder will provide solution related to his/her work at no extra cost.

(d) All materials used should be of as per required quality (**as mentioned in BOQ**). For the material used, which is not of good quality, appropriate deductions will be made from the bill. In case, it is found at some stage that the quality supplied/to be supplied is inferior the goods in question will be rejected or the contract will be cancelled and Successful Bidder will be debarred.

(e) Before quoting the rates, the agency/firm are advised to visit and inspect the site and working conditions thereof to assess and plan for the successful execution of work.

- (f) The successful bidder shall be responsible for full execution of the contract and **shall not in any case assign or sublet ordered items or part thereof to any other party**. Failure to do so will attract cancellation of the order.
- (g) All works related to this tender should be completed to entire satisfaction of the IIM Calcutta, failing which the **IIM Calcutta will have the right to cancel the work order** and no payment will be made in that case.
- (h) Any defect found in the work carried out by the successful bidder will have to be **rectified free-of-cost** by the Successful Bidder.
- (j) All precautionary/safety measures as necessary should be adopted by the agency/firm while executing the work to avoid any miss happening and loss caused due to the agency's negligence.
- (k) The successful bidder shall take all necessary precautions to ensure safety and security of their workmen and shall be responsible for any injury that might occur to person/s and bear all cost towards insurance/treatment/compensation of them. Necessary insurance cover shall be made by the Successful Bidder. Further, the Successful Bidder shall have to comply with the provisions of all prevailing Labour Laws relating to the work assignment.
- (l) The Successful Bidder shall take all necessary precautions to prevent any damage that may cause towards any Institute's property during the course of execution of the contract and they will be liable to make good the same at their cost.
- (m) The representatives of the Successful Bidder should be available on telephone and also on mobile to enable this Institute to call them in emergency situation. Therefore, a dedicated contact person with telephone as well as mobile number(s) and address should also be provided to IIM Calcutta.
- (n) Each page of the quotation is to be signed by the tenderer and duly stamped.
- (o) All disputes arising out of this contract shall be referred either sole arbitrator of the Director, IIMC or referred for the sole arbitration of the Director, IIMC. The venue of arbitration shall be in Kolkata only.
- (p) IIM Calcutta reserves the right to reject any or all tender(s) without assigning any reason. The decision of IIM Calcutta in this regard shall be final. No enquiries in this regard shall be entertained. Correspondence during tendering process may invite disqualification.
- (q) The **quoted rate will remain valid for a period of SEVENTY FIVE (75) DAYS** from the date of opening of price bid. Work should be completed within the specified date from the date of issue of the Letter of Intent /Work Order.
- (r) The quoted rate should be comprehensive one inclusive of supply of material, labour charges, hire charges of tools & tackles, scaffolding, plant & machinery etc., to execute the total Scope of Work as per **Appendix 'A' (with Annexures)** to this RFP.
- (s) The rate quoted by the Successful Bidder shall also be **inclusive of all taxes, duties, transportation charges, any goods and material used to discharge the services and other statutory payments and will not subject to any fluctuation due to any increase in any effect**.
- (t) A tenderer who proposes any alteration of the conditions laid down or proposes any other condition of any description whatsoever is liable for rejection.
- (u) All corrigendum and addendum shall be the part of the tender document and are to be uploaded duly signed and stamped with tender document as bid annexure. Even if tenderer fails to submit corrigendum and addendum duly signed by him, it will be deemed that the tenderer has gone through such corrigendum / addendum, if any, and no claim shall be entertained by IIMC on account of any omission / error on his part.



4. **Bidders Information.** Vendors are required to submit essential details in respect of their firms/company/agency as per **Appendix 'B'** to this RFP as a part of technical evaluation.
5. **Delivery Period.** As per work order.
6. **Pre-bid Conference/ Meeting.** Pre-Bid Conference/ Meeting is **29 December 2022 at 1430 hrs** as stipulated in NIT, prospective bidders interested in participating in this tender should attend a Pre-bid conference to clarify Techno-Commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document. **Participation in pre-bid conference is mandatory.** The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-Bid Conference/ Meeting are also mentioned in the NIT. After the Pre-bid conference, Minutes of the Pre-Bid Conference shall be published on the BIDDER/ SERVICE PROVIDER's portal within SEVEN (07) DAYS from the Pre-Bid Conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document.
7. **General Terms & Conditions.**
- (a) The bidder must be a legally constituted registered proprietary firm/ partnership firm/ limited company or corporate body possessing / having in its name the required Trade and professional and all other licenses, required as per law valid at least for 12 months from the date of the opening of tender for providing the above said services.
- (b) The bidders should quote their offer/rates in clear terms without ambiguity both in figures and words. The rates quoted should be inclusive of all taxes, and these taxes should be shown separately.
- (c) **Attending the Pre-Bid Meeting is mandatory, failing which the Bidder shall not be allowed to participate in the tendering process.**
- (d) It shall be essential that the Bidder/Service Provider visit the facilities at IIM Calcutta, conducts a survey, understands the requirements, does due diligence and understands the scope of work and the total area involved before bidding for the tender. Bids received shall be deemed to have been made after due diligence and survey of the work place and understanding the scope of work.
- (e) The rates should be quoted both in figures and words and legibly written without any over-writing or interpolation. In case of any correction, the same may be considered if found to be attested by the bidder with full signature; however, no over-writing is permissible.
- (f) In case of any discrepancy between the rates in figures and that in words, the rate in words will be accepted as correct.
- (g) In case the last date for receipt of the bid is declared a holiday for IIM Calcutta, then the bids will be received up to the given time on the next working day.
- (h) Bids received after the deadline of receipt indicated above, shall not be taken into consideration. Postal or courier delay will not be considered and the Tender received late will be rejected.
- (j) IIM Calcutta reserves the right to accept or reject any or all the tenders on whole or in part without assigning any reason thereof.
- (k) TDS and other taxes as applicable will be deducted from the agency's bill as per Govt. norms from time to time. The GST (if claimed by the agency) will be reimbursed only after the submission of proof of payment of GST. Moreover, the GST challan should match the claim preferred against the Institute.
- (l) As security for the due performance of the Agency's obligations hereunder, including (for the purposes of clarification) by way of security against all loss, damage, costs, expenses and consequences that may be caused to or suffered by the IIMC by reason of any breach by the Facility Manager of any of the Agency's obligations under the tender contract, the Agency shall immediately upon acceptance of this

tender prior to issuance of work order professionally indemnify and take general insurance for an amount equivalent to annual Management fees by executing Bonds.

8. **Terms & Conditions for providing various services.**

(a) IIM Calcutta requires ***HOUSEKEEPING SERVICES AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX*** and areas appurtenant thereto in the IIMC campus. Area and quantum of services required may vary from time to time and as per requirement. IIM Calcutta reserves the right to reduce or increase the services, if considered necessary. The man-power deployed by the agency to provide such services should work as per the working days and timings of the Institute.

(b) Any discrepancies or disputes arising out on account of non-adherence to statutory & Labour laws and resolution thereof shall be the responsibility of the Service Providers & IIM Calcutta will not be responsible for the same.

(c) The Service Provider shall not pay to the persons engaged by him less than the minimum wages as per Central Govt. notification and as applicable at IIM Calcutta.

(d) The Service Provider shall take all steps, necessary or otherwise, to comply with and ensure compliance by its Contractor / Manpower supplier with the various applicable laws / rules / regulations / notifications, including without limitation the provisions of the contract Labour (Regulation & Abolition Act) 1970, the Minimum Wages Act, 1948, the Workmen's Compensation Act, 1923 / Group Insurance Policy, the Employees State Insurance Act, 1948, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Payment of Bonus Act 1965, Payment of Gratuity Act 1972 and all other applicable laws and rules framed there under including obtaining any and all statutory approvals and licenses required from the Central / State Governments, Ministry of Labour in relation to the Manpower.

(e) IIM Calcutta will not be liable to pay any amount other than mentioned in the contract. Any payment under provision of the ESI Act 1948, Workman Compensation Act 1923, and Payment of Gratuity Act 1972, Employee's Provident Fund and Miscellaneous Provisions Act 1952 or any other statutory liability shall be made by the Service Provider and challan/receipt must be enclosed with the monthly bill.

(f) Bill should be submitted by the Service Provider / agency on monthly basis and payment will be made after due verification of the same and recommendation from concerned officer/ authority.

(g) Copies of payment of PF/ESI/Statutory dues should be furnished to the IIM Calcutta on a monthly basis along with a declaration stating that the PF contribution/ESI deduction pertaining to the personnel engaged in IIM Calcutta have been included in the respective challans.

(h) Before submission of the bill, the Service Provider shall ensure that the payment of persons deployed by the agency have been made for the billed period. The agency must ensure the wages to deployed personnel by 7th of each month through Bank to the deployed personnel and proof of credited amount should be produced before the coming month bill.

(j) The deployed personnel by the Service Provider will always keep Identity Card with them for identification and verification while working.

(k) Identity cards to Service Provider's employees/ hands deployed to provide service in the campus under the Job Contract, as required under the law may be provided at his own cost. IIM Calcutta shall not pay any extra charges to the Service Provider against these items.

(l) A formal declaration has to be submitted by the Service Provider /agency that the personnel deployed by the agency are all employees of the Service Provider. IIM Calcutta shall not have any liability/responsibility to absorb the persons engaged by the Service Provider and/or to extend any type of recommendation etc. for obtaining any job in IIM Calcutta or elsewhere.

- (m) The details of the persons deployed by the agency/ Service Provider with bio data, attested proof of identity, the latest photographs of all the persons shall be supplied to IIM Calcutta for record.
- (n) Any change of manpower deployed by the Service Provider / agency should be intimated in advance. IIM Calcutta shall have the right to replace or stop any job/services without assigning any reason whatsoever and the substitute shall have to be provided by the Service Provider immediately, if required.
- (o) Necessary license, permit, consent, sanction etc. as may be required or called for from / by local or any other authority for doing such job shall be obtained by the Service Provider. The Service Provider shall comply at its own cost with all applicable laws, rules and regulation in force from time to time whether of Central or State Govt. or local bodies as applicable to him or this contract without any liability and responsibility to IIM Calcutta, whatsoever it may be.
- (p) The persons deployed by the Service Provider should not have any negative Police Records/Criminal cases against them. Service Provider will be required to produce antecedents of each hand deployed at IIM Calcutta duly verified by police. The character and antecedents of each personnel of the Service Provider will be verified by the Service Provider before their deployment after investigation by the Local Police & collecting proofs or identity like Driving License, Previous Work Experience, Proof of Residence and recent photograph and a certification to this effect submitted to the Institute. The Service Provider will also ensure that the personnel deployed are free from incurable contagious disease, and medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. The Service Provider should ensure that worker/ hands deployed are not drug addicts and does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
- (q) Any dispute arising out of or in any way connected with the contract shall be deemed to have arisen in *Kolkata* and only courts in *Kolkata* shall have jurisdiction to determine/decide the same.
- (r) Names of the Proprietor, Directors, consultant and top executives (with address, phone number etc.) should be furnished with the tender.
- (s) **The period of contract will be for TWO (02) YEARS** from the date of commencement of services/work which may be extended for a further period of **ONE (01) YEAR** subject to satisfactory performance and requirement of the Institute as per same Terms & Conditions on mutually agreement basis.
- (t) The agency must have proper mechanism for Intake, verification of candidate's character and antecedents, management and deployment /placement of the skilled manpower.
- (u) Work experience along with work /job orders of the Service Provider for providing manpower during the last five years is to be furnished.
- (v) The Service Provider will provide job/service of the specified standards only (in terms of qualifications and skill requirements) for each area/department of job/service as required by the Institute.
- (w) The persons deputed shall not be below the age of 18 years and above 60 years of age (or as applicable) and should be physically fit & healthy for performing assigned duties.
- (x) Representative of Service Provider shall be in charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of IIM Calcutta, they shall work under the directives and guidance of *IIM Calcutta*.
- (y) The person deployed by the Service Provider should be disciplined and will not participate in any activity prejudicial to the interest of IIM Calcutta. In case any of the person so deployed by the Service Provider does not come up to the mark in terms of general discipline or does not perform her / his duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Service Provider, shall immediately withdraw such person(s) from the premises of the Institute.

(z) In case of personnel of the Service Provider implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/ their duties for IIM Calcutta, it shall be the sole responsibility of the Service Provider to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to IIM Calcutta.

(aa) In case IIM Calcutta is implicated in any law / suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Service Provider, all cost of defending such suit settlement of claims, penalty etc. shall be borne by the Service Provider or recovered from the due amounts payable to the agency and or from the security deposit held by IIM Calcutta.

(ab) The decision of Competent Authority, IIM Calcutta in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the Service Provider.

(ac) The Competent Authority, *IIM Calcutta* shall be the sole authority to decide and judge the quality of service rendered by the agency and all other matters and the decision of the Competent Authority shall be final and binding.

(ad) The scope of work & the terms and conditions of tender shall form the part and basis of the contract and decision of the Institute in reference to all matters of dispute shall be final and binding.

(ae) No accommodation will be provided by IIM Calcutta for the personnel deployed by the agency.

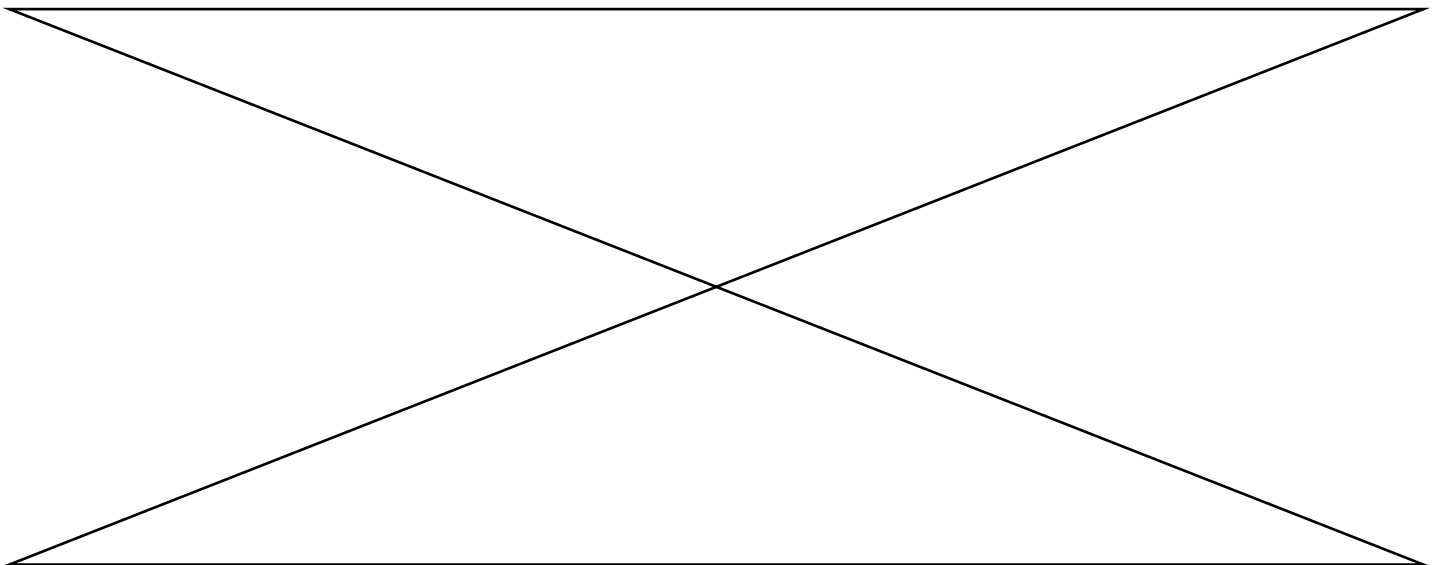
(af) Any violation of these terms and conditions will lead to termination of the contract with the agency, forfeiture of the security amount and de-barring of the Service Provider for future works.

(ag) Nodal person(s) should be positioned at IIM Calcutta Campus by the Service Provider for the Job Contract with whom the Concerned Dept. of the Institute will take up all pertaining issues. His contact No. & other details should be shared by the Service Provider.

**(ah) At no point of time, the personnel employed by the agency will do any type of gathering, protest, gherao, agitation, strike or take part in any procession against the IIMC or any officials of the IIMC or any decisions of the IIMC. If any such act reported or seen, then the service provider will be duty bound to dismiss such employee with immediate effect.**

**(aj) Service Provider will ensure that services as per the contract in vogue must not be hampered or the quality of the service must not be compromised at any point of time. Failing to the same, the relevant clauses of the contract will be invoked.**

**(ak) The personnel deployed by the service provider will not be associated or will not be a part of any Union or Political parties/ bodies with reference to his/ her profession.**



### **PART III - STANDARD CONDITIONS OF RFP**

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
  - (a) The Service Provider will be responsible for compliance of all statutory provisions relating to Minimum Wage, Provident Fund and Employee State Insurance etc. in respect of the persons deployed in IIMC.
  - (b) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by him to IIMC to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
  - (c) The Service Provider shall maintain all statutory Registers under the applicable law. The agency shall produce the same on demand to the concerned authority of this secretariat or any other authority under law.
  - (d) In case the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof IIMC is put to any loss/obligation, monetary or otherwise, IIMC will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency to the extent of the loss or obligation in monetary terms.
  - (e) After Award of Contract, if the Service Provider is found to be charging any amount from the employees on its roll in any manner, in that case the contractor shall be liable to the terminated immediately with forfeiture of performance security amount and also the firm will be debarred and recommended to appropriate authority for blacklisting.
3. **Effective Date of the Contract.** The contract will be in effect from the day of issue of Work/ Purchase Order/ Contract Agreement.
4. **Award of Contract.**
  - (a) **Contract Period:** The service contract will be awarded initially for **TWO (02) YEARS** from the date of issuance of work order which will be reviewed every year. If the performance is found not satisfactory at any time, the contract may be terminated before the normal tenure owing to cessation of requirement or deficiency in service or substandard quality of manpower deployed by the Service Provider. IIMC reserves the right to extend the service period for further period of one year beyond two year based on the performance on the recommendation of the committee constituted for the purpose on the same terms & conditions as mentioned in Tender Document, on mutually agreement basis.
  - (b) The Institute reserves the right to increase or decrease the workload during the contract period at any time. It shall be the responsibility of the Service Provider to comply with the requirement of the Institute failing which lead to penalty as decided by the committee. The Institute may ask the Service Provider to remove any personnel at any time without any limitation of time. It shall be the duty of the Service Provider to withdraw the personnel immediately from campus.
5. **Performance Evaluation.** The performance of the Service Provider in compliance with the terms and conditions of the tender document will be evaluated by the designated committee of IIMC on completion of every year. The report of the committee will be placed to the Competent Authority of IIMC and the decision of the committee will be communicated to the Service Provider for compliance. Performance matrix and format is enclosed for information of service provider at **Annexure III of Appendix 'A'**.
6. **Conciliation and Arbitration.** Any dispute, if arises, in connection with the work, shall be tried to be settled mutually by asking references to conditions of tender documents or prevailing local practices etc., but if

not settled mutually, shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 or as amended from time to time. The Venue for such arbitration will be in Kolkata. The award of the Arbitrator shall be final, conclusive and binding on all parties.

7. **Penalty for use of Undue influence.** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ SERVICE PROVIDER and recover from the BIDDER/ SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ SERVICE PROVIDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ SERVICE PROVIDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

8. **Non-Disclosure of Contract Documents.** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Termination of Contract.**

- (a) The contract may be terminated by serving one month's notice, in case the Service Provider:-
  - (h) Assigns or sub contracts any of the service(s).
  - (ii) Violation/ contravention of any of the terms and condition mentioned herein like not having a valid license etc.
  - (iii) Performance of services is not found satisfactory and does not improve the performance of the services in spite of instruction.
  - (iv) Any violation of instruction / agreement or suppression of fact.
  - (v) Contractor being declared insolvent by competent court of law.
- (b) If Service Provider desires to exit the contract in normal circumstances, a three months' notice, in advance should be produced by the agency.
- (c) On termination of the contract, it shall be the responsibility of the Service Provider to remove his persons immediately. IIM Calcutta shall not indemnify any loss caused by the agency by such termination, whatsoever it may be. During the notice period of the termination of the contract in the situation contemplated above, the Service Provider shall keep on discharging his duties till the expiry of the notice period.
- (d) In the event of premature closure of the contract for the said reason, the security deposit money shall be absolutely forfeited by IIM Calcutta.
- (e) At the end of contract period / termination of the contract, the agency shall hand over the charge to the new Service Provider (appointed by IIM Calcutta) without any hindrance. In case of non-compliance, the security deposit shall be forfeited.

- (f) The delivery of the service (s) is delayed for causes not attributable to Force Majeure for more than FORTY EIGHT (48) HOURS beyond stipulated time and due to causes of Force Majeure for more than FORTY EIGHT (48) HOURS after the schedule date of delivery.
- (g) The BIDDER/ SERVICE PROVIDER is declared bankrupt or becomes insolvent.
- (h) The BUYER has noticed that the Contactor has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (j) As per decision of the Arbitration Tribunal.
- (k) The contractor fails to provide the desired standard of item(s)/ service(s) even after three written reminders.
- (l) If the Contractor fails to deliver the item(s)/ service(s) as per approved specification/ quality and tries to supply substitute/substandard items.
- (m) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.
- (n) If a Force Majeure Event continues or is in the reasonable judgment of the Parties is likely to continue beyond a period 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement by issuing Termination Notice.

10. **First- Aid Facilities.** At every work place first aid facilities shall be provided and maintained, so as to be easily accessible during working hours, First-Aid boxes at the rate of not less than one box per 150 contract labour or part thereof ordinarily employed. The First-Aid box shall be distinctly marked with a red cross on white ground and shall contain the following equipment:-

- (a) 6 small sterilized dressings.
- (b) 3 medium size sterilized dressings.
- (c) Large size sterilized dressings.
- (d) 3 large sterilized burn dressings.
- (e) 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
- (f) 1(30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- (g) 1 snake-bite lancet.
- (h) 1 (30 gms) bottle of potassium permanganate crystals.
- (j) 1 pair of scissors.
- (k) 1 copy of the First-Aid leaf-let issued by the Director General, Factory Advise Service & Labour Institutes, Government of India.
- (l) 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- (m) Ointment for burns.
- (n) A bottle of suitable surgical antiseptic solution.

**Note.** Adequate arrangements shall be made for immediate recoument of the equipment when necessary. Nothing except the prescribed contents shall be kept in the First Aid box. The First Aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place. No extra payment would be made to the Service Provider for providing the First Aid facilities.

11. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Amendments.** At any time TWO (02) DAYS prior to the last date for submission of the tenders, IIMC may for any reason, suo-moto or any response to any clarification by prospective bidder, modify the tender documents by amendments (Addenda/Corrigenda etc.). Any such amendments will only be uploaded in CPP Portal. All the bidders who uploaded in CPP Portal prior to such amendment shall take cognizance of such amendments. The amendments, if any, shall be binding on the bidder.

14. **Taxes and Duties:-**

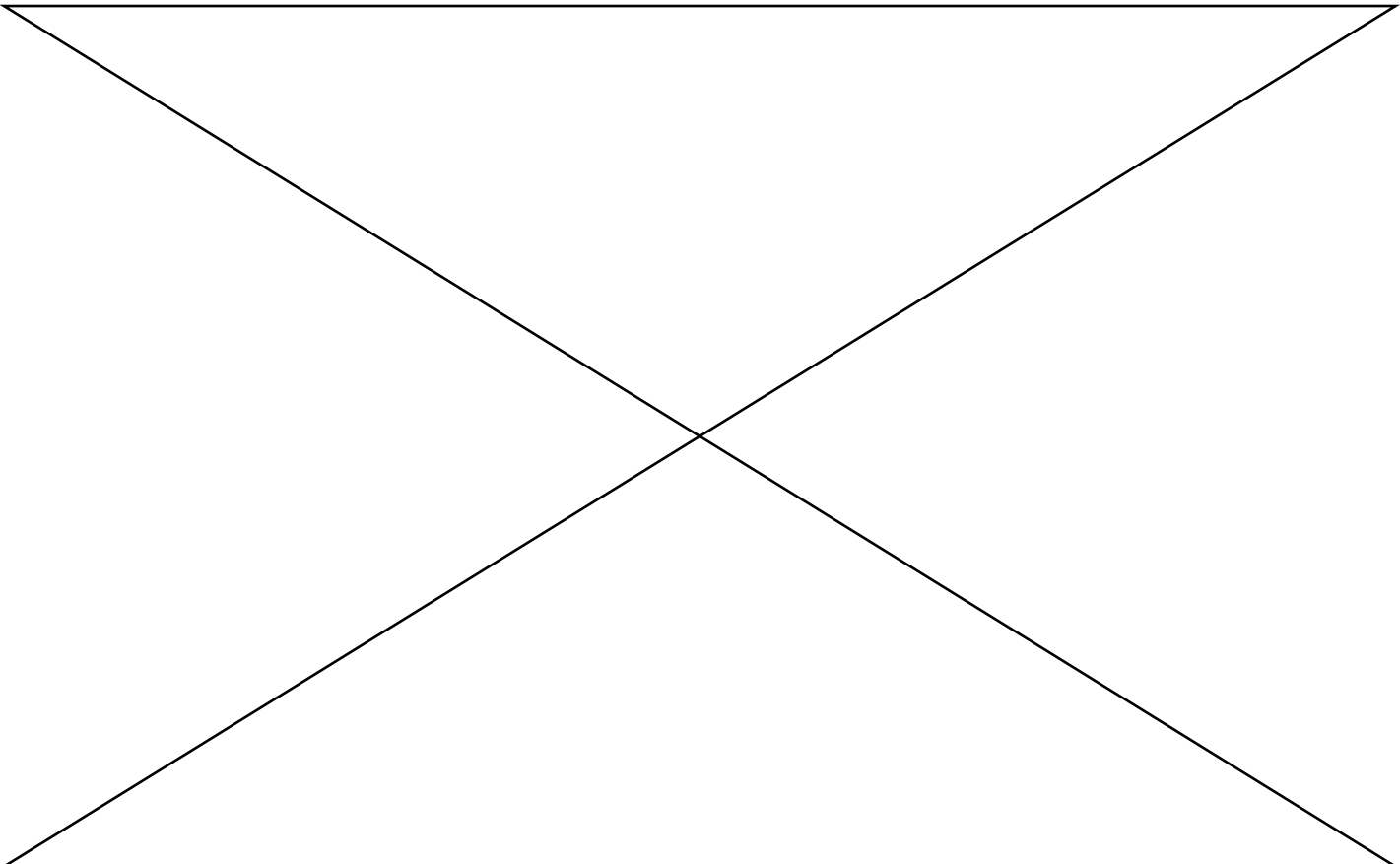
(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of GST paid by the SUPPLIER. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the BIDDER/ SERVICE PROVIDER.





## **PART IV – SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of Bid submitted by the Bidder. A certificate for compliance of all the Terms and Conditions of this RFP be submitted as per **Appendix 'C'** to this RFP
2. **Option Clause.** The contract shall have an option Clause, wherein the BUYER can exercise an option to procure an additional TWENTY FIVE PERCENT (25%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
3. **Repeat Order Clause.** The contract shall have an option of Repeat Order Clause, wherein the BUYER can exercise an option to procure an additional FIFTY PERCENT (50%) of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable up to SIX (06) months beyond the completion of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise the option.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, BUYER reserves the right to TWENTY FIVE PERCENT (25%) plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the BIDDER/ SERVICE PROVIDER. While awarding the contract, the quantity ordered can be increased or decreased by the BUYER within this tolerance limit.
5. **Payment Terms.** The Service Provider shall submit the bills along with the attendance sheet and the job done certificate at office of concerned Competent Authority for the executed work complete in all respects. The bills will be submitted in the manner and form that may be prescribed by the Competent Authority. Account payee cheque/DD/RTGS for amounts passed in the bill will be issued only after the Service Provider gives stamped receipts for the amount unless the bills are Pre-receipted. Payments will be made only by Account payee cheque/DD/RTGS. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work, penalty etc. from the bills submitted for payment. Income Tax and such other Tax applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that legislature. The final Settlement of the bills and refund/adjustment/appropriation of any amount retained from the bills of the Service Provider shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Service Provider on any account. The successful bidder shall submit necessary bank details for bill payment at the time of entering into contract. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through RTGS/NEFT mechanism instead of payment through cheques wherever feasible. On receipt of final payment, SERVICE PROVIDER should furnish a 'NO CLAIM CERTIFICATE' as per **Appendix 'E'** attached to this RFP.
6. **Advance Payment.** NO Advance payments will be made.
7. **Paying Authority.** The process of bills of successful tender will be made by the IIMC and payment will be made by Accounts Department of IIMC. Bills to be submitted by the vendor within FIFTEEN (15) days of completion of work/supply.
8. **Risk & Expense Clause.** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the BUYER shall after granting the BIDDER/ SERVICE PROVIDER FORTY EIGHT (48) HOURS to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
  - (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the BIDDER/ SERVICE PROVIDER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract,

to cancel the contract wholly or to the extent of such default.

(b) In case of a contract breach that was not remedied within TWENTY FOUR (24) HOURS, the BUYER shall, having given the right of first refusal to the BIDDER/ SERVICE PROVIDER be at liberty to purchase or procure from any other source as he thinks fit, other services of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(c) Any excess of the purchase price or value of any goods/ services procured from any other SUPPLIER as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the BIDDER/ SERVICE PROVIDER. 100% recovery will be made from BIDDER/ SERVICE PROVIDER.

9. **Liquidated Damage (LD).** If the SERVICE PROVIDER fails to deliver/ provide any OR all of the Goods/ Services OR fails to perform the incidental Works/ Services within the date and time frame(s) incorporated in the contract (OR within the date and time mutually agreed by both the parties), the Procuring Entity (IIMC) shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed Liquidated Damages, but not as a penalty, a sum equivalent to the HALF PERCENT (½%) (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the TEN PERCENT (10%) (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides LD during such a delay, Denial Clause as mentioned in this Tender Document shall also apply.

10. **Extension of Delivery Period.**

(a) **General.** If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he/she shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, WITH OR WITHOUT LIQUIDATED DAMAGES and WITH AND WITHOUT DENIAL CLAUSE by issuing an amendment to the contract.

(b) **Conditions for Extension of Delivery Period.** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:-

(i) **Liquidated Damages (LD).** The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(ii) **Denial Clause.** No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods/ Services, as are delivered after the said date; and notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date. Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

11. **Force Majeure.** Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other give a notice of termination.

(a) **DEFINITION.** As used in this Agreement, a Force Majeure Event shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Sub Paragraph (i), (ii) and (iii) respectively which prevent the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the Project.

(i) **Non-Political Event.** For purposes hereinabove, Non-Political Event shall mean one or more of the following acts or events:

(aa) Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire (to the extent originating from a source external to the Service Provider's Site or beyond design specifications for the Construction Works) or landslide;

(ab) Radioactive contamination or ionizing radiation;

(ac) Strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Service Provider for a period exceeding SEVEN (07) DAYS in an Accounting Year, and not being an Indirect Political Event set forth in Sub Paragraph (ii);

(ad) any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by IIMC;

(ii) **Indirect Political Event.** For purposes hereinabove, Indirect Political Event shall mean one or more of the following acts or events:

(aa) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of SEVEN (07) DAYS in an Accounting Year;

(ab) Industry wide or state wide or India wide strikes or industrial action which prevent collection of Fees by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year; or

(ac) Any public agitation which prevents collection of Fee by the Service Provider for a period exceeding a continuous period of FORTY EIGHT (48) HOURS in an Accounting Year.

(iii) **Political Event.** For purposes hereinabove, Political Event shall mean one or more of the following acts or events by or on account of IIMC or any other Government Agency:

(aa) Change in Law, only when provisions of Article 14 cannot be applied;

(ab) Expropriation or compulsory acquisition by any Government Agency of any Service Provider Facility or rights of the Service Provider or of the Contractors; or

(ac) Any unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider or any of the Contractors to perform their respective obligations under the Services Agreements (other than a consent the obtaining of which is condition precedent) provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contactor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such consents or permits.

12. **Specification.** The BIDDER/ SERVICE PROVIDER guarantees to meet the specifications as per **Appendix 'F'** to this RFP.

13. **Transportation.** The contractor is responsible for transport for the delivery of goods to the Consignee's premises (where applicable/ if required) as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SUPPLIER and the IIMC as such shall not be a party to it.

14. **Quality Assurance.** The goods supplied and the services provided under the contract should conform to the standards, quality and specifications as per the requirement of BUYER.

15. **Inspection Authority.** The Inspection will be carried out by the authorised representative of IIMC. The mode of Inspection will be ~~Departmental Inspection~~ / User Inspection / ~~Joint Inspection~~ / Self-certification.

16. **Claim.** The following claims clause will form part of the contract placed on successful bidder:-

(a) The claims may be presented either on quantity of the items/ goods (where ever applicable), where the quantity of items/ goods does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within TWENTY FOUR (24) HOURS under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within TWENTY FOUR (24) HOURS of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(d) The Contractor shall collect the defective/damaged or rejected items from the location nominated by the BUYER and deliver the replaced goods at the same location under Contractor's own arrangement.

(e) The quality claims will be raised solely by the BUYER and without any certification/ countersignature by the Contractor's representative stationed in India.

(f) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the SERVICE PROVIDER and IIMC as such shall not be a party to it.

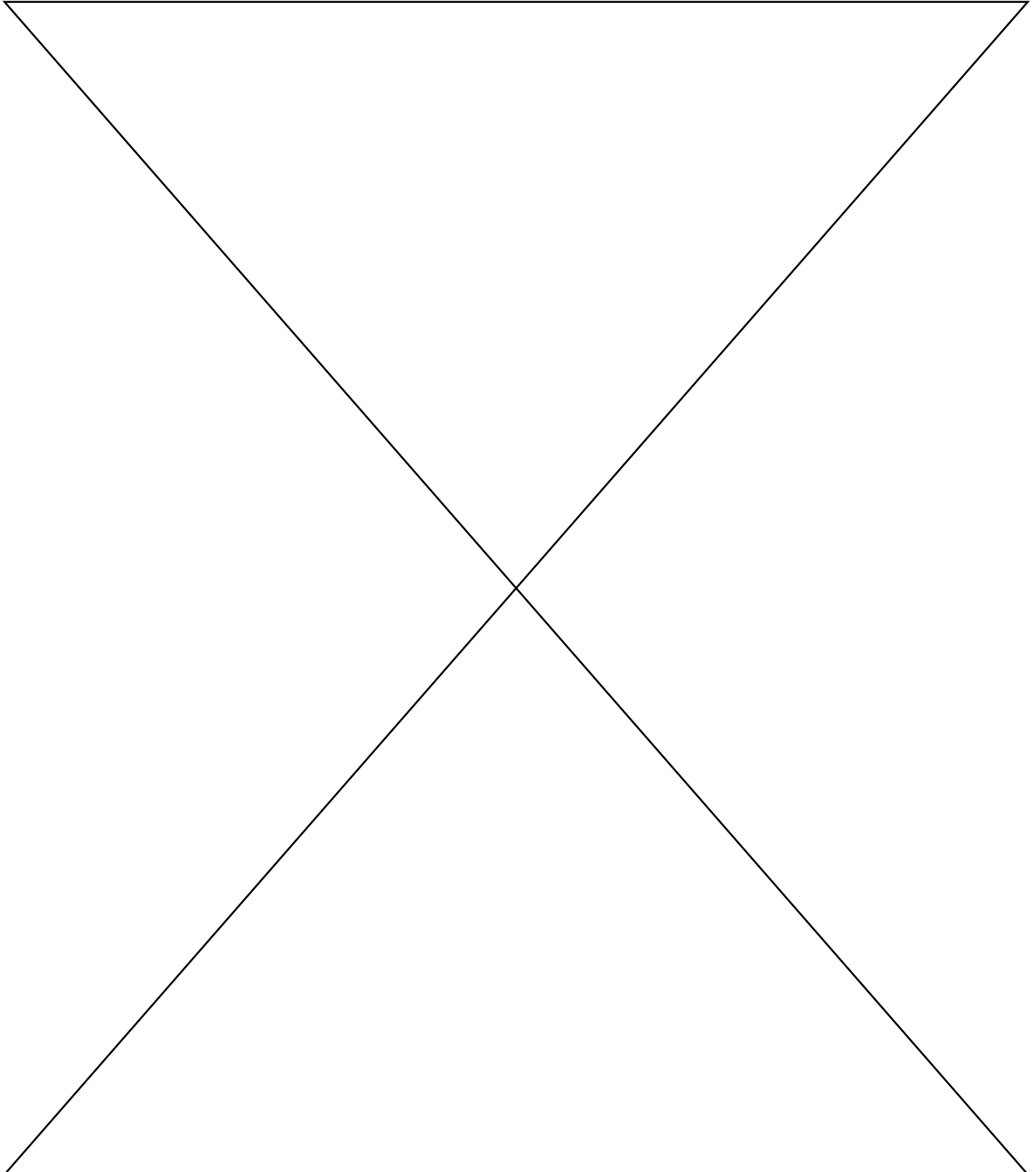
17. **Warranty/ Guarantee/ Defect Liability Clause.**

(a) The contractor should covenant that, it is a condition of the contract that all Goods supplied / Services provided to the BUYER under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the BIDDER/ SERVICE PROVIDER's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.

(b) Obligations of the contractor under the warranty clause shall survive even though:-

(i) The Goods/ Services may have been inspected, accepted, installed/ commissioned and paid for by the BUYER.

(ii) The contract is terminated for any reason whatsoever.



**PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.**

(a) **Technical Bid in respect of those Bidders will ONLY be opened who have attended Pre Bid Meeting/ Conference on the date and time mentioned in Tender Document/ NIT. Bid in respect of those Bidders who have not attended the Pre Bid Meeting/ Conference will be SUMMARILY REJECTED without assigning any further reason AND any representation in this regard, at later stage, will NOT be entertained by the Procuring Entity.**

(b) The tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in **Appendix 'A'** to this RFP will be considered for award of contract as per the Bid Price as per BOQ (Bill of Quantities).

(c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the BUYER. The BUYER also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(f) The bid evaluation will be done by the following LEAST COST SYSTEM (LCS) method prescribed in GFR-2017 (amended from time to time):-

(i) According to this, the Technical Bid will be evaluated first as per the prescribed parameters.

(ii) Financial Bids will be opened for these technically qualified bidders only.

(iii) If the lowest quoted bidder is unable to take the assignment within the prescribed period due to any reason whatsoever, the second lowest will be considered, if approved by the Competent Authority of the Institute. The bid security of the lowest bidder will be forfeited.

2. **Price Bid Format.** Unless otherwise mentioned in this RFP, the Price Bid Format is as per BOQ (Bill of Quantities) (as per **Appendix 'H'**).

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The IIMC reserves the right to amend/correct any wrongly calculated totals.

Note 3: **It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid may be rejected or assumed as inability to supply the said goods.**

**SCHEDULE OF REQUIREMENT (SOR)/ SCOPE OF WORK (SOW)**

1. **Scope of Services.** SERVICE PROVIDER to render HOUSEKEEPING services *AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX* in the entire premises *for round the clock and as per requirement and discretion of the IIMC*. The quantum of area mentioned below can be increased/ decreased at any point of time during the period of contract.

2. **Details of Services.** Housekeeping facilities at the above mentioned places at IIMC which includes Cleaning, Sweeping, Dusting, Disinfection and Sanitization. Building wise details are as under:-

**SCOPE OF SERVICES – HOUSEKEEPING FACILITIES**

**SERVICE PROVIDER to render HOUSEKEEPING AND MAINTENANCE SERVICES at the TATA HALL within IIMC campus. TOTAL AREA IN SQ.FT. – 34966 (APPROX.)**

**AREA UNDER OPERATION**

Living Rooms (single) : 61 Nos.

Living Rooms (Suite) : 04 Nos.

***Class Rooms***

CR 1 : 01 No.

Conference Hall (E) : 01 No.

Conference Hall (W) : 01 No.

Office Rooms : 09 Nos.

Reception Desk : 01 No.

***Common Areas***

Visitor's Lounge : 01 No

Games Room : 01 No.

PC Lounge : 01 No.

Common Area Washrooms: 6 Nos approx.

Lobbies & Corridors : 3 floors

Terrace

Central Lawn and adjoining gardens

Storage Areas

**HOUSEKEEPING & MAINTENANCE FUNCTIONS****In Rooms & Suites**

At the inception, mattress/es, two sets of linen in the bedrooms and washrooms, upholstery, furniture, fixtures and fittings to be provided by IIMC. This will be in addition to one set of standard accessories and equipment in the rooms, as stated below:-

a) Glass & coaster

b) Bucket

c) Mug

d) Hanger/s

e) Ashtray

f) Table lamp

g) Intercom telephone set

h) Jug

i) Flask

j) Geysers in few rooms and some and Immersion Rods for common use

## **Vendor's Responsibility**

### **1. Bed Making**

- a. Making the beds after dusting on regular basis for use by the guests.
- b. Changing of bed sheets, pillow covers, bed covers etc. after use by the guests, regularly.

### **2. Cleaning**

- a. Dusting of furniture, upholstery, doors and windows, wooden panels, electricals, door mats, etc in a complete and neat manner – daily, or as advised by concerned official.
- b. Mopping the floor - daily, or as advised by concerned official.
- c. Vacuum cleaning of venetian blinds and curtains, on regular basis.
- d. Cleaning of toilets (shower nozzles, health faucets, flushes, wash basin taps etc.).
- e. Cleaning of Balcony etc. on regular basis.
- f. Cleaning / Replacement with fresh set of utensils, daily for occupied rooms.
- g. In case suites or rooms at Tata Hall are not occupied, care should be taken that windows of the rooms are opened in the day time to get fresh air in the room and kept closed after certain time.

### **3. Hospitality**

- I. Providing fresh/cold water, as desired by guests.
  - II. Mineral Water bottles, if required by the guest/s
    - a. Bills against the same to be settled directly with guests (in case of individual bookings) and/or charged to the respective Programme Work Order (in case of Programme bookings)
  - III. Daily/Regular Consumables in occupied living rooms and suites to be provided by Service Provider:
    - a) Soap bar/s
    - b) Shampoo sachet/s
    - c) Good night liquid
    - d) Hit/Mosquito Repellent sprays
    - e) Room freshener, and/or Disinfectants
    - f) Hand wash liquid (Dettol / Lifebuoy / equivalent)
    - g) Face tissue box
    - h) Toilet roll
  - IV. Provide assistance to guests for laundry services.
4. Upon damages due to normal wear-n-tear or otherwise of the linen items and standard accessories inside the living rooms/suites during the period of contract, if any, it will be the responsibility of the Service Provider to replace the damaged item/s with exactly similar material/s.
5. Any other services required by the guests or/and instructed by authorized personnel of the Institute, to ensure a comfortable stay for guests in Tata Hall.

## **In Classrooms**

IIMC shall be providing the following:-

- a) Computers and Peripherals, Projectors, Projector Screens, White Boards
- b) Remote Controls, Batteries
- c) Sound systems – speakers, microphones, collar mikes, etc.
- d) Marker pens, White board dusters
- e) Name tag holders
- f) Tables and Chairs, with lockable wheels
- g) ACs and other Electrical gadgetry like fans, lights, etc.

## **Vendor Responsibility**

1. Daily/Regular cleaning of furniture, and monthly foaming of chairs, etc.
2. Checking for faults/defects, and if found any, report to the concerned official/s
3. Ensuring that AV systems are operational at all points of time, and if not, coordinate with concerned service providers to get them rectified, keeping IIMC authorized personnel in the loop



4. Vacuum cleaning of venetian blinds and curtains, on regular basis
5. Printing, insertion and placement of name tags, using name tag holders provided by IIMC
6. Mineral Water bottles inside the classrooms, if instructed to be served by the Service Provider – to be charged to the respective Programme Work Order
7. Any other assistance or logistical support required when classes are being held

### **Common Areas**

IIMC shall be providing the following:-

- a) Electrical items like fans, ACs, lights, etc
- b) TV in the Visitors' Lounge
- c) Sofas in the Visitors' Lounge
- d) Games facilities like carom and Table-Tennis equipment in the Games Room
- e) PCs and Peripherals in the PC lounge
- f) Furniture
- g) Water Coolers
- h) Large dustbins at common areas

### **Vendor Responsibility**

#### **1. Cleaning**

- a. Dusting of furniture, doors and windows (daily) in a complete and neat manner
  - b. Mopping and/or washing the staircases, lobby and corridor floors regularly
  - c. Cleaning window glasses, wall glasses, grills and ceilings, etc regularly
  - d. Cleaning Fans, Computers, Telephone & Audio-visual items daily
  - e. Cleaning and disinfecting of toilets (urinals, wash basin, drains, etc.) daily
  - f. Upkeep & external cleaning of water cooler(s).
  - g. Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.
  - h. Roofs should be kept clean of tree leaves etc. Stagnant water, if any, after rain, should be drained out in regular interval.
  - i. Garbage cleaning
2. Providing daily newspapers at the lounge – one each of a regular English Newspaper (ToI) and a Business Daily (ET).
  3. Display of signages/display stands/tags, as may be required.
  4. All equipment for regular housekeeping shall have to be provided by the Service Provider.
  5. Reporting any loss or damage of the materials/items/furniture/fixture and fittings, in the above areas.

### **Reception Area**

IIMC shall be providing the following:-

- a) Telephones, Computers, etc.
- b) Printer/Copier/Fax
- c) Furniture – Reception desk, Chairs, Vault, Key Boards, etc.
- d) Multiple sets of Locks & Keys for all rooms and areas

### **Vendor Responsibility**

1. Reception Management – receive/transfer/make calls, interface with guests and/or participants, take care of room bookings, billings and cash handling, etc.
2. Collection of cash against loose/individual bookings and submission at CMDP within stipulated time-frame, with all supporting and papers.
3. Maintaining records – in digitized (on computers provided by IIMC) as well as on registers and log books (to be sourced by vendor)
4. Provide assistance and guidance as to availability of tea/breakfast /lunch /dinner etc.
5. Provide guidance to the Institute guests on places of interest, market place and/or identifying any locality where they may like to visit or meet their friends, relatives etc.
6. Provide necessary assistance on the availability of medical assistance in case it is required by the guests.

## **Miscellaneous Services**

### **Vendor Responsibility**

1. Maintaining and keeping records of keys in multiple sets, of rooms, lounges, reception area, common areas, classrooms, etc.
2. Coordinating with Laundry Services
  - a. Remove used linens, towels, curtains, other removable upholstery, etc. and coordinate with the Institute empanelled Laundry Service Provider for washing and cleaning.
  - b. Keeping proper records of outgoing and incoming items, verify and ratify the bills of the laundry service provider.
  - c. Re-fitment of cleaned materials as and when necessary
3. Provide necessary support and assistance to Institute's departments like Maintenance, Engineering, Accounts, etc. and empanelled vendors to carry out requisite installations, repairs and/or other maintenance works from time to time.
4. **Services for Special Occasions**

If at any time during the existence of the contract, if IIMC desires to utilize the services of the SERVICE PROVIDER for any special days, events, occasions, parties or otherwise including but not limited to Board of Governors meetings, 15th August, 26th January, IIMC Founder's Day, Annual Day, Convocation, any other day/event as designated by IIMC and communicated to SERVICE PROVIDER, the SERVICE PROVIDER shall arrange the same at rates as may be mutually agreed upon (provided the items and deliverables, are outside the regular items/deliverables already agreed to) between the SERVICE PROVIDER and the concerned IIMC Dept.
5. In case IIMC desires to include any new specification/agenda/scope of work in this agreement, the same will be negotiated with the SERVICE PROVIDER.

The final decision will shall rest with IIMC.
6. Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

## **MANAGEMENT CENTRE FOR HUMAN VALUES (MCHV) - 3 BUILDINGS**

### **TOTAL AREA IN SQ.FT. – 20642 (APPROX.)**

1. Sweeping, Cleaning & dusting of entire complex of MCHV, Toilets, inside courtyard, office rooms, Administration Centre, Corridors, window panes etc. on regular basis.
2. External cleaning of water cooler(s).
3. Any other Works with respect to proper up-keeping of the MCHV.
4. Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

The other works that are required to be done for cleaning and sweeping of the MCHV building are given below:

### **SCOPE OF WORK:**

- A. Faculty/Office room, Library room, Seminarium and AC plant room etc.**
- i) The rooms should be swabbed and cleaned on all working days and as per requirement of the Institute
  - ii) Dusting and cleaning of office furniture will be done on regular basis.
  - ii) Cleaning and disinfecting of the wash basins, urinal pots, commodes etc. Will have to be made on a regular basis as per requirement.
  - iv) Liquid soap container should be filled in with toilet liquid soap, toilet paper and odonil sticks are to be provided in the toilets.
  - v) Doors, windows, ceiling fans, pedestal fans and ceiling of the rooms should be dusted properly as per requirement.

- vi) Upkeep & external cleaning of water cooler(s).
- vii) External cleaning of all tube light fittings and ceiling/wall fans etc. on a monthly basis.

**B. Building Rooms, Class Room and Corridors:**

- i) The floor of all the rooms should be cleaned by carpet brush, swab and grass broom as per requirement.
- ii) The glass partitions of the computer rooms etc. should be wiped and cleaned on regular basis with the help of cloth duster and polishing cloth. During the day whenever moisture gathers, the glasses should be wiped clean.
- iii) The computer furniture should also be cleaned by using feather duster and cloth duster regularly.

**C. Related Miscellaneous Works :**

- i) The drain or the sewer surrounding the MCHV building should be cleaned on a regular basis with drain brush etc.
- ii) Garbage should be collected and dumped in the dustbin close to the building on a regular basis.
- iii) The exterior walls of the buildings should be cleaned of cobwebs etc. on regular basis.
- iv) Roofs should be kept clean of tree leaves etc. Stagnant water, if any, after rain, should be drained out in regular interval.
- v) Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.

**LIBRARY**

**TOTAL AREA IN SQ.FT. - 32049 (APPROX.)**

**AREAS OF OPERATION:-**

Total job requirements may be categorized as follows:-

- (a) Upkeep of the library building
- (b) Upkeep of lavatories/genitorials
- (c) Upkeep of furniture and fittings
- (d) Upkeep of books/journals/other materials/equipment etc.
- (e) Related miscellaneous jobs
- (f) Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

These jobs will be further distributed into two sessions:-

- (1) **Morning session (8.00 a.m. to 12.00 noon), during which the following jobs are to be carried out:-**

**(a) UPKEEP OF LIBRARY BUILDING**

- i) Dry dusting and wet cleaning of the total floor space of building including staircase (with good quality of phenyl) on a regular basis.
- iii) The Drain and Sewerage system around the Library should be cleaned

on a regular basis.

- iii) Garbage should be collected and dumped at the stipulated place on a regular basis.
- iv) Cleaning of soot and cobwebs, dust etc. of the total ceiling and wall area of the building should be done on regular basis. The exterior walls of the buildings should be cleaned of cobwebs etc. on regular basis.
- v) Roofs should be kept clean of tree leaves etc. Stagnant water, if any, after rain, should be drained out in regular interval.
- vi) Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.

**(b) UPKEEP OF LAVATORIES/GENETORIALS**

- i) Cleaning bathrooms and toilets with spraying of phenyl as per requirement.
- ii) Cleaning of bathrooms and toilets with vim powder on a regular basis.
- iii) Regular supply of Naphthalene balls.
- iv) Regular supply of liquid soap for hand washing, Odonil or similar freshener

**(c) UPKEEP OF FURNITURE AND FITTINGS:-**

- i) Dusting of all the chairs and tables and bookshelves in the reading room and working room on regular basis.
- ii) Cleaning of glass-window and glass/wooden doors on a regular basis.
- iii) Vacuum cleaning of furniture and curtains on a regular basis.

**(2) Afternoon session (01.00 p.m. to 05.30 p.m.), during which the following jobs are to be carried out:-**

**(d) UPKEEP OF BOOKS/JOURNALS/OTHER MATERIALS/EQUIPMENT**

- i) Dusting (dry) of books in the stack, reading rooms, working rooms etc. on a regular basis.
- ii) Vacuum cleaning of books and shelves on regular basis as a continuous process.
- iii) Vacuum cleaning of computers on regular basis.
- iv) Wet cleaning of shelves along with dry dusting of books as per requirement.
- v) Upkeep & external cleaning of water cooler(s).

**(e) RELATED MISCELLANEOUS JOBS**

- i) Shifting of Library furniture and equipment as and when required.
- ii) Shifting and movement of books and rearranging them as and when necessary.
- iii) Fitting of curtains etc. as and when required.

## **COMPUTER CENTRE**

### **TOTAL AREA IN SQ.FT. - 8400 (APPROX.)**

The works that are required to be done for cleaning and sweeping of the Computer Centre Building (two floors) are given below:

#### **SCOPE OF WORK**

##### **A. Office room, Library rooms, Conference rooms and AC plant room etc.**

- i) The rooms should be swabbed and cleaned on all working days and on Saturdays.
- ii) Dusting and cleaning of office furniture will be a regular job.
- vi) Cleaning and disinfecting of the wash basins, urinals pots, commodes etc. will have to be made as per requirement.
- iv) Liquid soap container should be filled in with toilet liquid soap, toilet paper and Odonil sticks are to be provided in the toilets.
- v) Doors, windows, ceiling fans, pedestal fans and ceiling of the rooms should be dusted as per requirement.
- vii) Upkeep and external cleaning of water cooler(s).
- viii) Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

##### **B. Computer Room, Class Room and Corridors:**

- i) The floor of the computer rooms should be cleaned by carpet brush, swab, and grass broom.
- ii) The glass partitions of the computer rooms should be wiped and cleaned on a regular basis with the help of cloth duster and polishing cloth. During the day, whenever moisture gathers, the glasses should be wiped clean.
- iii) The computer furniture should also be cleaned by using feather duster and cloth duster on a regular basis.

##### **C. Related Miscellaneous Works:**

- i) The drain or the sewer surrounding the Computer Centre building should be cleaned on a regular basis with drain brush etc.
- ii) Garbage should be collected and dumped in the dustbin close to the building.
- iii) The exterior walls of the buildings should be cleaned of cobwebs etc. as per requirement.
- iv) Roofs should be kept clean of tree leaves etc. Stagnant water, if any, after rain should be drained out on regular interval.
- v) Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.

## **NEW TEACHING BLOCK (NTB)**

### **TOTAL AREA IN SQ.FT. - 28608 (APPROX.)**

The areas where cleaning, sweeping and dusting in New Teaching Block (NTB) buildings are to be done

are given below:

- (1) Faculty Rooms
- (2) Class rooms
- (3) Seminar rooms
- (4) Office rooms
- (5) Connected Corridors
- (6) All Toilets
- (7) All landing space in different segments
- (8) Surrounding drains, staircases, basement
- (9) Upkeep and External cleaning of water cooler(s).
- (10) Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

The various works that are required to be done with regard to cleaning and sweeping of the NTB (four floors) are given below:-

**SCOPE OF WORKS:-**

**A. Office Rooms and Conference Rooms**

- i) The rooms should be swabbed and cleaned on all working days and on Saturdays.
- ii) Dusting and cleaning of office furniture will be a regular job.
- iii) Cleaning and disinfecting of the wash basins, urinal pots, commodes etc. will have to be made on regular basis.
- ix) Liquid soap container should be filled in with toilet liquid soap, toilet paper and odonil sticks are to be provided in the toilets.
- v) Doors, windows, ceiling fans, pedestal fans and ceiling of the rooms should be dusted as per requirement.
- vi) Upkeep and External cleaning of water cooler(s).

**B. Lab/Computer Room, Class Room and Corridors:**

- i) The floor of the computer rooms should be cleaned on regular basis with carpet brush, swab and grass broom.
- ii) The glass partitions of the computer rooms should be wiped and cleaned on regular basis with the help of cloth duster and polishing cloth. During the day whenever moisture gathers the glasses should be wiped clean.
- iii) The computer furniture should also be cleaned by using feather duster and cloth duster on regular basis.

**C. Related Miscellaneous Work:**

- i) The drain or the sewer surrounding the NTB building should be cleaned on regular basis with

- drain brush etc.
- ii) Garbage should be collected and dumped in the dustbin close to the building on a regular basis.
- iii) The exterior walls of the buildings should be cleaned of cobwebs as per requirement.
- iv) Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement.
- v) Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.

***GYMNASIUM.***

**TOTAL AREA IN SQ.FT. - 3710 (APPROX.)**

1. One Gym Room comprising of the Cardio Section and Multi-Gym. Section/ One Badminton Court
2. Cardio Vascular Equipment / Strength Building Equipment
3. Entire floor of the Gym Room & Badminton court
4. Two Toilets
5. Office Room
6. Corridor of the Floor & Staircase
7. Cleaning of Window Panes/Doors
8. Cleaning of Roof
9. Inside and outside of the Gym area
10. Cleaning of surrounding drains
11. Cleaning of cobwebs
12. Sanitization/Disinfection works should be carried out as per Institute SoP on regular basis.

**SPECIFIC RESPONSIBILITIES:**

- a. Sweeping, cleaning and dusting need to be done on regular basis in all the specified places of the Gym & Badminton court, including dusting all furniture, fittings, Gym. Equipment and other allied areas.
- b. Sweeping followed by proper dry moping of the Gym Room & Badminton Court (wooden floor) will be required on a regular basis. The equipment has been kept in the said rooms.
- c. Dusting of Gym equipment on a regular basis.
- d. Bathroom and Toilets of the Gym should be properly cleaned on a regular basis using good quality materials (Vim Powder, Harpic). Naphthalene, Odonil etc. should be regularly used in the urinals. Liquid Soap Container to be kept filled. Toilet Rolls to be kept. Drains of surrounding areas to be cleaned on regular basis.
- e. Entire floor area of the Gym & Badminton court needs to be properly cleaned on a regular basis and other related jobs are to be done.
- f. Garbage should be collected and dumped in the dustbin close to the building on a regular basis.
- g. The exterior walls of the buildings should be cleaned of cobwebs as per requirement.
- h. Roofs should be kept cleaned of tree leaves etc. Stagnant water, if any, after rain should be drained out as per requirement. Doors, windows, ceiling fans, pedestal fans and ceiling of the rooms should be dusted as per requirement.
- i. Any small plants/herbs/shrubs etc. growing on roof or within any easily accessible areas should be uprooted immediately. In case such growth is noticed at any inaccessible areas, the same should be immediately brought to the notice of the concerned official for further necessary action.
- j. Upkeep and external cleaning of water cooler(s).

**Similar services with respect to the housekeeping are required to be provided in the following buildings and areas:**

- a. ADMINISTRATIVE BUILDING (16100 Sq.ft. approx.)
- b. ENGINEERING DIVISION (2716 Sq.ft. approx.)
- c. SECURITY OFFICES including the security Kiosk at Gate No.I and Gate No. II (822 Sq.ft. approx.)
- d. MEDICAL UNIT (1070 Sq.ft. approx.)
- e. STAFF CANTEEN (1090 Sq.ft. approx.)
- f. SWIMMING POOL (5360 Sq.ft. approx.)
- g. GUEST HOUSE AT NF-1 & OLD DIRECTOR'S BANGLOW (MBAEx MESS) (3819 SQ.FT.)
- h. NEW POWER HOUSE (2040 Sq.ft. approx.)
- i. INDOOR SPORTS COMPLEX (6256 Sq.ft. approx.)
- j. BOAT HOUSE (1920 Sq.ft. approx.)

3. **Services Required in Details.** The details of Services required in all the above buildings are as under:-

Ser No	Details of Services
(a)	Floor Wet Cleaning/ Mopping
(b)	Complete Toilet Cleaning, Urinal Point, Commodes
(c)	Common Passage Area Cleaning
(d)	Cobweb cleaning
(e)	Vertical Glass Pane
(f)	Vertical Glass Pane Facade
(g)	Hard Landscaping, Covered Area and Pathways
(h)	Front/ Back Stairs including Railings
(j)	Roof Cleaning (Leafs should not be stagnated during Winter Season and Water during Rainy Season)
(k)	Drain Cleaning
(l)	Shifting/ Re-arranging of Furniture
(m)	Deep Cleaning of Drains with Removal of Stains
(n)	Complete and Neat Dusting of Doors and Windows
(o)	Complete and Neat Cleaning of Washrooms including Shower Tap, Basin Tap and Balcony
(p)	Dusting of Wooden Panels of All Office Furniture
(q)	Washing of Floors by Machine
(r)	Neatly Cleaning of Window and Wall Glass
(s)	Sweeping, Cleaning and Mopping of Lobbies
(t)	Dustbin Cleaning and Garbage Collection
(u)	Complete Cleaning of Student Rooms including Furniture
(v)	Complete Cleaning of All Furniture including Sports Equipment
(w)	Cleaning of Store Rooms
(x)	Trimming and Pruning of Small Plants/ Trees
(y)	Upkeep and External Cleaning of Water Coolers
(z)	External Cleaning of All Electrical Fittings (Ceiling Fans, Tube Lights, Bulbs, Switches etc)

**Note.** To maintain the standard of cleanliness each room and corridors and toilets have to be checked on regular basis by the supervisor(s) along with other staff members and control-sheet duly filled and signed should be routinely handed over to concerned Office (C&B), after initials of Supervisor.



In case rooms are not occupied, it should be ensured that windows of the rooms are opened for an appropriate period during the day time and closed thereafter.

4. **Services for Special Occasions.** If at any time during the existence of the contract, if **IIMC** desires to utilize the services of the SERVICE PROVIDER for any special days, events or otherwise including but not limited to Board of Governors' meetings, 15th August, 26th January, IIMC Foundation Day, Annual Convocation Day, any other day as designated by IIMC and communicated to SERVICE PROVIDER, the SERVICE PROVIDER shall arrange the same at the rates to be mutually agreed upon (provided the items, are outside the rates of the items already agreed to) between the SERVICE PROVIDER and the concerned IIMC Department. Similarly, in case, **IIMC** desires to include any new specification in this contract, this will be negotiated with the SERVICE PROVIDER. The final decision will rest with **IIMC**.

5. This Appendix contains the following Annexures:-

- (a) Annexure I : Materials, Labour and Equipments : IIMC and Service Provider.
- (b) Annexure II : General
- (c) Annexure III : Inspection and Evaluation.
- (d) Annexure IV : Service Specification and Standard Operating Procedure (SOP).
- (e) Annexure V : Insurance.
- (f) Annexure VI : Safety, Health and Environment Management System.
- (g) Annexure VII : Proforma of Appointment Letter.

**MATERIALS, LABOUR & EQUIPMENT: IIMC & SERVICE PROVIDER**

**1. SERVICE PROVIDER.**

SERVICE PROVIDER shall be and remain at all times exclusively responsible to provide all material, labour, equipment, machinery, facilities, utilities and consumables and temporary works and other items and things whatsoever required for or in connection with the work, including but not limited to those indicated by expression or implication in the Job Description, Schedule of Rates, the Specification, Plans, Drawings and/or other Contract Documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

Materials supplied by the SERVICE PROVIDER shall conform to the specifications and shall be suitable for the purpose for which they are required. **As and when materials are required, the Service Provider shall provide the same whatever the required quantity may be.**

All the workmen deployed for Housekeeping work need to do all work as the exigencies of work require and as instructed by the Supervisor or requirements of IIMC and shall not refuse any work given to them at any point of time.

**2. EQUIPMENT AND MATERIAL LIST.**

(a) All equipment for the purpose of Housekeeping services shall be provided by the Service Provider without imposing any additional financial implication on IIMC.

(b) The equipment to be used for Housekeeping purposes shall be ISI certified and procured from approved manufacturers or suppliers after discussions with IIMC.

(c) In case ISI marked materials is not available, materials shall be obtained from sources/suppliers/manufacturers after discussions with IIMC, provided that no approval from IIMC or any representative from IIMC shall relieve the SERVICE PROVIDER from his full responsibility from using materials which are of inferior quality, defective or unstable.

(d) If, during the execution of the work, IIMC finds it necessary to do so, IIMC may, at its discretion and convenience provide labour, machinery and / or equipment to the SERVICE PROVIDER for the performance of the work and / or testing of the works. The terms and conditions excluding compensation for providing such labour, machinery or equipment shall be mutually agreed upon between IIMC and the SERVICE PROVIDER and shall be in addition to the existing clauses unless a specific clause is included in the Contract to the effect that the existing clauses would deem to cover the provisions for supplying labour, machineries or equipment as stipulated above in the paragraph.

(e) IIMC reserves the right to determine the rates at which it shall provide any labour, machinery or equipment to the SERVICE PROVIDER for any purpose/s stipulated in the preceding paragraph and further holds the right to amend the rates from time to time as and when required.

(f) Recoveries: The amount(s) recoverable by IIMC from the SERVICE PROVIDER in respect of labour, equipment and / or machinery procured or supplied by IIMC shall (without prejudice to any other mode of recovery) be debited to the SERVICE PROVIDER's account and deducted from the Running Account of Final Bill(s) of the SERVICE PROVIDER and / or any monies from time to time becoming due to the SERVICE PROVIDER.

(g) Any labour, equipment and / or machinery supplied or procured by IIMC shall be utilized by the SERVICE PROVIDER only for use in the contractual work.

(h) The SERVICE PROVIDER shall ensure safe custody of the IIMC equipment at IIMC premises and shall keep IIMC indemnified against any loss, damage, theft or misuse thereof.

(j) The equipment shall be such that the risk of spillage, inadvertent spraying or misdirection is minimized

(k) **DETAILS OF EQUIPMENT.** Sufficient number of equipment along with the buffer quantities must be provided by the Service Provider, failing which the relevant clause of the contract will be invoked. The details of Equipment is as under:-

<b>S No</b>	<b>Machines</b>	<b>Brands</b>
(i)	Single Disc Machine	Taski/ Nilfisk/ Roots/ Echomac or likewise
(ii)	Wet & Dry Vacuum Cleaner	Nilfisk/ Roots/ Echomac or likewise
(iii)	Auto Scrubber	Taski/ Nilfisk/ Roots/ Echomac or likewise
(iv)	High Pressure Jet	Taski/ Nilfisk/ Roots/ Echomac or likewise
(v)	Ride on Auto Scrubber	Taski/ Nilfisk/ Roots or likewise
(vi)	Any other related equipment of reputed brand as suggested by Service Provider	

### 3. **PERSONAL PROTECTIVE EQUIPMENT (PPE).**

(a) Selecting proper PPEs depend upon the nature of the job, identified hazards and seasonal and climatic hazards.

(b) When dealing with chemical hazards, material safety data sheet (MSDS) is to be consulted to determine what type of PPE is needed to properly protect employees.

(c) Every chemical on-site should have a corresponding MSDS sheet that gives detailed information about the chemical.

(d) Examples of Types of personal protective equipment to consider:-

- (i) Gloves (work gloves, latex, nitrile, chemical-specific)
- (ii) Safety glasses, goggles
- (iii) Face shields
- (iv) Mouth and Nose Cap
- (v) Sleeve protectors
- (vi) Aprons

### 5. **PERIODIC TRAINING**

The Service Provider shall ensure periodic trainings, as decided between IIMC and the SERVICE PROVIDER for all workers deployed under the Agreement. All trainings are to be documented, signed off by attendees and submitted to IIMC Authorized Person upon completion. Trainings should cover the following areas:

- (a) Basic First Aid.
- (b) Basic Housekeeping Skill Training.
- (c) Attitudinal & Behavioural Correction.
- (d) Supervisory Skill Development
- (e) Personal Appearance & Hygiene
- (f) POSH Training

5. **LIST OF MATERIALS.** The following materials will be used to perform the Housekeeping services which will be provided by the Service Provider without imposing any additional financial implication on IIMC :-

<b>Sl. No.</b>	<b>Item</b>
1	White phenyl Bengal chemicals or similar superior make
2	Black phenyl- Bengal chemicals or similar superior make
3	Floor cleaner Lysol/R6/R9 or similar superior make
4	Hand wash liquid Dettol/ Life boy or similar superior make
5	Naphthalene balls Bengal chemical or similar superior make
6	Dettol
7	Bleaching agent/powder Bengal chemical or similar superior make
8	Brasso
9	Odonil / godrej aer or similar superior make
10	Colin or similar superior make
11	Acid/ harpic special cleaner (superior quality)
12	Carbolic acid Bengal chemical Lysol/ Bengal chemicals or similar superior make
13	Cleaning /washing powder (superior quality)
14	Hand gloves
15	Wiper/rubber brush (superior quality)
16	Tissue paper(superior quality)
17	Drain brush
18	Cobweb brush(superior quality)
19	Scrubber brush Nilyobite with handle
20	Plastic bucket & mug
21	Plastic pipe
22	Mop set including dry /wet & also milky refill
23	Hand Table duster (superior quality)
24	Floor duster (superior quality)
25	Toilet brush (superior quality)
26	Hand scotch byte (superior quality)
27	Plastic belcha (superior quality)
28	Coconut stick broom
29	Soft broom
30	Sunny cube A-1 or similar make
31	Toilet Cleaner (Muratic Acid) or similar make
32	Hand Towel white superior make
33	Garbage bag big
34	Hand duster superior make
35	Scotch byte big
36	Round Mop
37	Round Mop Rod

**GENERAL**

In addition to the Services, functions and responsibilities described in the Agreement, SERVICE PROVIDER shall perform the Services, functions and responsibilities described herein and provide the specified Deliverables, all in accordance with the terms of the Agreement, this SOW and further adhering to the procedure laid down in Appendix 'A' ('SOP'), the performance criterion, functional requirements and other specifications and standards for such Deliverables described herein. If any Services, functions or responsibilities not specifically described in this SOW are required for the proper performance and provisions of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in the Agreement or this SOW. Except as otherwise expressly stated in this SOW, SERVICE PROVIDER shall be responsible for providing the facilities, personnel and other resources as necessary to provide the Services.

1. **POWER, WATER AND OTHER FACILITIES.**

IIMC would be responsible to provide within the scope of work, water, power, at or about the job site(s) for the SERVICE PROVIDER.

IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

2. **MANPOWER CRITERIA.**

There are no minimum stipulated educational criteria. Expertise and Experience are factors that will be considered.

3. **CONDITIONS OF WORK.**

Work shall be carried on as per the Scope of Work as enumerated in this document, adhering to the Standard Operating procedure (Appendix 'A').

**IIMC shall not be responsible for any idle time payments to SERVICE PROVIDER.**

All workmen engaged by the SERVICE PROVIDER should maintain the duty hours according to the duty roster prepared by the Estate & Maintenance office. No workman can leave the respective working area under any reason(s) without the prior permission of the respective Admin i.e. Estate & Maintenance office. If, any workman leaves the respective working area during his/her working hours without any permission of the respective Admin, the same should be treated as absent.

4. **CONFIDENTIALITY.**

All documentation, communication and files handled by Service Provider Employees are of confidential nature and the Service Provider shall ensure that such confidentiality is strictly maintained.

No employee of the Service Provider during the tenure and even after the expiration of this agreement shall divulge/disclose any information which they are made aware of and/or come to know of while handling of documents or files of IIMC to any unauthorized person. Discussion of confidential information in the presence of third parties shall constitute a breach of this agreement.

***It is mandatory that the monitoring/ supervision staff and other workers are not indulged with any type of protest/ agitation. Strict adherence of penalty/punishment to the defaulters to be followed by the vendors with intimation to IIMC.***

5. **BACKGROUND SCREENING GUIDELINES.**

5.1. Criminal background search of all court records and police verification in each venue of the Contract Person's current and previous addresses over the past ten (10) years.

5.2. Minimum of at least three (03) confirmed work references prior to assignment at IIMC, if/as applicable.

5.3. There is no minimum stipulated educational criteria. Expertise and Experience are factors that will be minimum five (05) years of experience with no warning from the employer.

5.4. SERVICE PROVIDER shall keep copies of background screening documentation and provide certification of their completion to IIMC when requested.

5.5. All SERVICE PROVIDER employees need to submit a copy of their nationality & residential proof – Aadhaar Card, Election ID Card, Ration Card or Driving License.

5.6. All SERVICE PROVIDER employees need to submit a copy of their residential address proofs.

5.7 The Service Provider should not deploy any employee with criminal antecedent and/or criminal record to render any service at IIMC. The Service Provider should submit a declaration that the employees deployed for rendering the scheduled services do not have criminal antecedent and/or criminal record.

## 6. **INSPECTION OF BOOKS AND OTHER DOCUMENTS.**

The SERVICE PROVIDER shall allow inspection of the Registers and other documents ribbed under these Regulations by Inspecting Officers and the IIMC Authorized Person or his authorized representative at any time and by the worker or his agent on receipt of due notice at the convenient time.

## 7. **UNIFORM.**

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform of standard quality on all days of work within the Premises of IIMC. Two sets uniform (shirt and trousers) per annum should be provided to all the workers and one sweater should be provided for the entire contract period.

The IIMC Authorized Person shall have the powers to either disallow entry of workmen found without Uniform inside the IIMC premises or alternatively mark the workers found working without proper uniform as absent for the day.

## 8. **BUSINESS CONTINUITY.**

The execution of the work(s) shall entail working in all seasons including monsoons. In so far as necessary, the SERVICE PROVIDER shall maintain at each job site at all times such material, men, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or as and when it rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and / or other protection as shall or may be necessary for the work during the monsoon or rains so that the rains or monsoon shall not hamper working.

The SERVICE PROVIDER shall also arrange and bring to each job site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the job sites so as to keep the areas to be worked upon, free of water logging.

The SERVICE PROVIDER shall not be entitled to any extra compensation or remuneration for or related to any work to be done in any season including during the monsoon or for or related to any special arrangements to be made and / or equipment or machinery to be brought to the job site(s) to enable such working.

9. **PRICING** Invoice which is complete in all respects (including but not restricted to) to all compliance documents, attendance reports etc. shall be cleared.

## 10. **FEES.**

The following fees apply to the Services to be performed under this SOW:-

The Service Provider shall be paid a fixed job contract fee as per relevant rules of Government.

A. The SERVICE PROVIDER's fee shall be inclusive of following components:

- (i) All statutory dues under Minimum wages, PF, ESI, Bonus, Labour Welfare Fund, and such other applicable statutory laws in force in currency. Also, any revision of rates/wages as applicable from time to time will be borne by the Service Provider to comply with the Central Govt. statutory norms during the tenure of the Contract without any forbearance on the Institute.
- (ii) All types of materials required to do effective job performance as laid down in the Standard Operating Procedure.
- (iii) All types of consumables required to do effective job performance as laid down in the Standard Operating Procedure.
- (iv) All type of equipment, structures, scaffolding, etc. required to do effective job performance as laid down in the Standard Operating Procedure.
- (v) All other resources such as Personal Protective Equipment, tools, tackles, etc. required to do effective job performance as laid down in the Standard Operating Procedure.
- (vi) All expenses for maintaining the Govt. guidelines as well as Institute SOPs should be ensured by the Service Provider which include provisions for PPE kit, masks, soap, hand sanitizers, etc. also, compliance of the existing norms by all workers of the Service Provider e.g. maintaining social distancing etc. should be strictly monitored by the Service Provider.
- (vii) Services Charges.
- (viii) cost of travel, transport of resources, equipment etc. to Owner's locations including local transportation of equipment/spares/consumables (if any).
- (ix) Cost of lodging, boarding and insurance of Service Provider's employees/ resources as required.
- (x) Supervision and other administration overheads.
- (xi) Any other expenses necessary for the satisfactory performance of the work.
- (xii) The fees for providing services as set out in the Schedule annexed hereto is firm and shall not be subject to any revision/review except for specific reason/event mentioned in this agreement.
- (xiii) It is explicitly agreed that the SERVICE PROVIDER has factored in all expected movements and trends in statutory payments while quoting the professional job contract fee.
- (xiv) The SERVICE PROVIDER'S job contract fee shall be fixed during the tenure of contract and shall not be revised for any reason whatsoever during the period of contract except for specific reason/event mentioned in this agreement.

#### 11. **PENALTY.**

The SERVICE PROVIDER understands and agrees that performing the services strictly as per the qualitative, quantitative and in a time bound manner requirements as stipulated in the Contract is the essence of the Contract and that any non-adherence to the said qualitative, quantitative and time requirements as stipulated in the Contract for performing the services under the Contract shall cause incalculable losses to IIMC. The SERVICE PROVIDER understands and agrees that without prejudice to IIMC's rights to terminate the Contract, IIMC may, in addition to or in lieu of such termination levy one or more of the following penalties as applicable if the SERVICE PROVIDER omits or neglects to adhere to the following qualitative, quantitative and time requirements:-

12. **QUALITY OF WORK.**

Ser No	Contract Agreement Defaults/Non-compliances	Penalties for Non-compliance
(a)	Housekeeping work schedules are not adhered regarding timing, regularity & utilization of required housekeeping equipment, materials etc. (For this purpose, the SERVICE PROVIDER shall obtain a certificate from the Officer/ Supervisor-in-Charge, IIMC and the certificate(s) is/are to be furnished along with the monthly bill by the SERVICE PROVIDER.)	Upto 1% of the Quarterly bill amount (of Housekeeping Services) shall be deducted from total bill of the quarter (excluding GST) as per discretion of IIM C in cases falling under clauses a, b, e & f put together in addition to these deduction of amount for those work not done.
(b)	Housekeeping services entrusted not done to the satisfaction of IIMC/IIMC Authorized Person/Faculty	
(c)	Workman: Misconduct/ misbehavior / offence (s): (use of abusive language, chewing of tobacco, smoking/ drinking (alcoholic beverages) while on duty, eve-teasing or any kind of sexual harassment of any colleague, physical assault of any kind, theft, pilferage, threatening language, molestation, misappropriation, etc.) in IIMC premises.	If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost. Notwithstanding anything to the contrary contained anywhere in this Contract, depending on the severity of the offence, IIMC may, in the event of such misconduct/misbehaviour on the part of the workmen of the SERVICE PROVIDER forthwith terminate the Contract without any notice and also report the case to the police. In the event any such misconduct/misbehaviour/offences on the part of the workmen of the SERVICE PROVIDER leads to a pecuniary loss being suffered by IIMC or the trainees/participants/faculties etc. such loss will be made good by the SERVICE PROVIDER. Action as decided by IIM C would be recommended to the Service Provider.
(d)	Damage caused to the property of IIMC or of any of the trainees/faculties/participants etc. present at IIMC premises by willful misconduct or gross negligence on the part of the workmen of the SERVICE PROVIDER.	Penalty equivalent to the cost of the said property or similar property (if the same property is not available) or the cost incurred in repair of such property on the SERVICE PROVIDER and shall recover the same from the payments due to the SERVICE PROVIDER and/or from the security deposit.  Note: If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
(e)	Non-compliance to Uniform: While on duty in the work premises, if the Workman is not wearing the stipulated uniform or is wearing unclean/untidy uniform and/or not carrying his personal Identification card with lanyards even after being provided with the same.	If IIMC so requires, the SERVICE PROVIDER shall forthwith withdraw such workmen and immediately provide suitable replacement in place of such withdrawn workmen at no extra cost.
(f)	Non-compliance of the Institute's safety guidelines e.g. not maintaining social distancing, not wearing mask properly etc.	



**13. INSPECTIONS & TESTING OF MATERIALS.**

The IIMC Authorized Person shall be entitled at all times, at the risk of the SERVICE PROVIDER, to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by IIMC or IIMC Authorized Person and/or to direct the SERVICE PROVIDER to inspect and/or test or to get inspected and/or tested, all materials, items and components, whatsoever supplied or proposed for supply for incorporation in the works, inclusive during the course of manufacture or fabrication by the SERVICE PROVIDER and/or at the SERVICE PROVIDER's or his Sub-SERVICE PROVIDER's works or otherwise, of such material, item or component. The inspection and/or tests shall be conducted at the expense of the SERVICE PROVIDER and may be directed by IIMC or IIMC Authorized Person to be conducted by authorized representatives of IIMC/ IIMC Authorized Person or third-party inspection agency(ies) appointed by IIMC. IIMC may also require that all the inspections and tests conducted by the SERVICE PROVIDER at his works or his Sub-SERVICE PROVIDERs' works be carried out in the presence of authorized representatives of IIMC/IIMC Authorized Person/ third party inspection agency(ies) appointed by IIMC. The SERVICE PROVIDER shall provide IIMC/IIMC Authorized Person and/or their representatives/Agents every facility or assistance necessary for carrying out or witnessing, as the case may be, the Test(s)/Inspection(s).

The SERVICE PROVIDER shall also on receipt of intimation of any communication of any inspection or tests by IIMC/IIMC Authorized Person or any of their representative(s)/agency(ies) nominated by IIMC or IIMC Authorized Person in this behalf, present himself or his authorized representative at the place of inspection and/or testing to receive any orders or instructions consequent thereto, as shall be necessary.

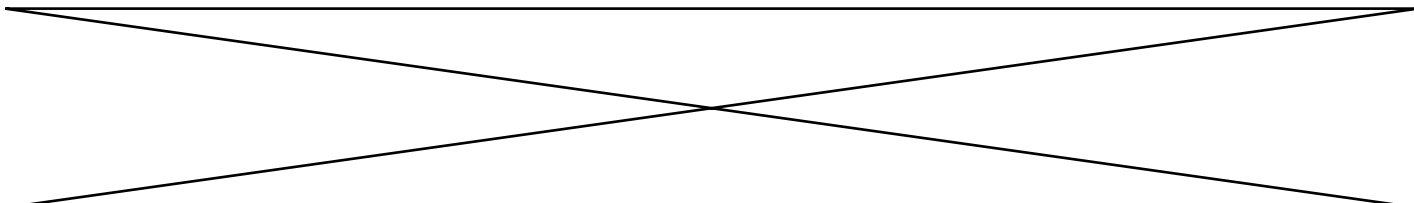
The SERVICE PROVIDER shall furnish to the IIMC Authorized Person for approval when requested, or as required by the specifications or other contract documents, adequate samples of all materials intended for incorporation in the works, such samples are to be submitted before the work is commenced permitting sufficient time for test(s)/examination(s) thereof of IIMC. All materials furnished and incorporated in the work shall conform to the approved sample(s) in all respects.

The IIMC Authorized Person shall be entitled to reject at any time any defective material, item or component (including specially manufactured or fabricated items and components) supplied by the SERVICE PROVIDER for incorporation in the works, notwithstanding previous inspection and/or testing thereof by or on behalf of IIMC without rejection and notwithstanding previous approval thereto by or on behalf of IIMC (the decision of the IIMC Authorized Person as to any defect as aforesaid being final and binding upon the SERVICE PROVIDER), and upon such rejection, the SERVICE PROVIDER shall either perform such work or improvement thereon or in respect thereof, as shall be necessary to bring the material item/component to the requisite standard, or shall, if so required by the IIMC Authorized Person (whose decision in this behalf shall be final), remove the rejected material/ item/ component from the job site within the time specified by the IIMC Authorized Person and replace it at his own cost and expense (without additional remuneration or compensation in respect thereof) with material(s)/item(s)/component(s) approved by the IIMC Authorized Person.

**14. QUALITY ASSURANCE PLAN.**

Within two weeks of the receipt of the Letter of Acceptance from IIMC, the SERVICE PROVIDER shall submit to the IIMC Authorized Person, a detailed Quality Assurance Plan envisaged by him for ensuring due and proper adherence to Quality as required by the Specifications for the work. This Quality Assurance Plan (QAP) shall give in detail the Organization and Methodology, Checks and controls, as well as the Correction mechanisms built into the QAP system as envisaged by the SERVICE PROVIDER at the Site and elsewhere, for ensuring quality inputs into the work and for ensuring quality output on the Job.

The IIMC Authorized Person shall be entitled, from time to time and at any time to make or cause to be made such addition(s), modification(s) or alterations(s) in the QAP as he considers necessary to improve the QAP (the decision of the IIMC Authorized Person in this behalf shall be final and binding on the SERVICE PROVIDER), and the SERVICE PROVIDER shall thereafter follow the QAP as added, modified or altered by the IIMC Authorized Person.



## INSPECTION AND EVALUATION

IIMC reserves the right to evaluate the SERVICE PROVIDER on the following basis:

**QUALITY & EVALUATION CHECKLIST**

SL. No.	Location	Frequency	Good Rank 1	Satisfactory Rank 2	Bad Rank 3	Score	Remarks
1.	Cleaning of students' Living rooms	Daily					
2.	Washroom maintenance	Daily					
3.	Office rooms	Daily					
4.	Washroom adjacent to rooms	Daily					
5.	Washroom adjacent to office rooms	Daily					
6.	Cleaning of outside Drainage	Daily					
7	Lighting / Fans/ etc	Daily					
8	Wall / Door / Window	Daily					
9	Fixture/Furnitur	Daily					
10	Common Area	Daily					

**IIMC AUTHORIZED PERSON****SERVICE PROVIDER AUTHORIZED PERSON****(Signature)****(Signature)****Note:**

- The Evaluation will be done by the Institute on a quarterly basis.
- Based on the performance of the Service Provider as per the Evaluation sheet given above, appropriate action may be taken by the Institute regarding penalty etc. as mentioned in details under the clause 7 of this document.

**SERVICE SPECIFICATONS & STANDARD OPERATING PROCEDURE**

**1. EXECUTIVE SUMMARY**

(a) The Indian Institute of Management, Calcutta strives to provide a safe and healthy environment for its staff, guests, SERVICE PROVIDERs, and visitors.

(a) This Standard Operating Procedure establishes the acceptable housekeeping/ Reception Management practices for the HOUSEKEEPING AND MAINTENANCE SERVICES to the facilities at AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX within IIMC campus with the following key objectives:

(i) Maintain the designated areas in a hygienic, clean and pleasing manner which is both functional and complementary to IIMC's premises throughout the year.

(ii) Maintain the IIMC Campus in such way to promote a positive image of IIMC to residents, faculty, service users, staff and visitors.

(d) The contents of this Standard Operating Procedure (SOP) applies to SERVICE PROVIDER & its contractual staff engaged in Housekeeping Service at designated areas within the premises of IIMC Campus, Joka with effect from ....., 2023 to ....., 2025.

**2. FOR TATA HALL**

(a) The Indian Institute of Management, Calcutta strives to provide a safe and healthy environment for its staff, guests, SERVICE PROVIDERs, and visitors.

(b) This Standard Operating Procedure establishes the acceptable housekeeping, Reception Management practices for the premises at TATA HALL within IIMC campus with the following key o and maintenance objectives:

(c) Maintain the designated areas in a hygienic, clean and pleasing manner which is both functional and complementary to IIMC's premises throughout the year.

(d) Maintain the Tata Hall at IIMC Campus in such way to promote a positive image of IIMC to residents, faculty, service users, staff and visitors.

(e) Maintenance, cleaning and upkeep of Living Rooms & Bed Making, cleaning of washrooms, reception management and miscellaneous functions.

For Housekeeping of Rooms, Common areas and other Areas of TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX within IIMC campus the requirement of workers to be deployed on every working day shall be as per the Scope of Work (Appendix A).

## MANPOWER DEPLOYMENT

1. For Housekeeping of Rooms, Common areas and other Areas of BUILDINGS comprising OF Administrative Building, Library, Computer Centre, FB Lab (SBI Building), Engineering Division, Security Office, Medical Unit, Staff Canteen, Swimming Pool, Guest House ( NF1 Building), New Power House, Gymnasium, New Teaching Block (NTB), MCHV and Boat House within IIMC campus for the requirement of workers to be deployed on every working day shall be as per the Scope of Work (Exhibit A)

2. Quantum of work to be done is as per the below table:

Sl. No.	Activity	Frequen cy
(a)	Cleaning, dusting, and ensuring cleanliness of all amenities at Administrative Building, Library, Computer Centre, FB Lab (SBI Building), Engineering Division, Security Office, Medical Unit, Staff Canteen, Swimming Pool, Guest House( NF1 Building), New Power House, Gymnasium, New Teaching Block (NTB), MCHV and Boat House within IIMC campus	Daily
(b)	<i>Washroom Maintenance, Cleaning of Toilet, Refilling/ changing of toiletries, checking Geyser, lights, fans to ensure proper functioning, checking water inflow and outflow, change of dustbin bags.</i>	Daily
(c)	<i>Wet mopping the floor of building areas with required disinfectant / Phenyl and water daily and drying the floor after wet mopping.</i>	Daily
(d)	<i>Cleaning of Interiors of all Rooms: sweeping, mopping, dusting etc.</i>	Daily
(e)	<i>External cleaning of Lights, Fans, Air Conditioner, Telephone, Electric kettle, all plug points and other electric items.</i>	Weekly
(f)	Vacuuming of Sofas/Couches, window curtain, doormat (Dry Cleaning to be done Monthly).	Monthly
(g)	Building Rooms Maintenance: Sweeping, dusting, cobweb cleaning, (as mentioned in Ext. A 'SOW')	Daily
(h)	<i>Washrooms adjacent to Administrative Building, Library, Computer Centre, FP Lab (SBI Building), Engineering Division, Security Office, Medical Unit, Staff Canteen, Swimming Pool, Guest House (NF1 Building), New Power House, Gymnasium, New Teaching Block (NTB), MCHV and Boat House within IIMC campus (as mentioned in Ext. A 'SOW')</i>	Daily

3. **MATERIAL LIST:** A tentative list of different materials to be supplied by the Service Provider is given below to provide a broad idea to the Service Provider. The Service Provider will have to ascertain the requirement and supply the best quality materials in adequate quantity so that no hindrance caused owing to any shortage of materials.

4. **UNIFORM.**

The SERVICE PROVIDER shall ensure that all workers engaged by the SERVICE PROVIDER are supplied with proper Uniform on all days of work within the premises of IIMC. The uniform provided shall be of skin-friendly fabric which along with the colour shall be approved by IIMC. SERVICE PROVIDER shall further be responsible to provide certain specific apparels to protect the workers from seasonal and climatic hazards, which shall be approved by IIMC in all respect (colour, fabric and design).

5. **IIMC INFRASTRUCTURE.**

(a) **POWER, WATER AND OTHER FACILITIES.**

(i) IIMC would be responsible to provide within the scope of work, Water, Power, at or

about the job site(s) for the SERVICE PROVIDER.

(ii) IIMC may at any time without notice or specifying any cause suspend or discontinue power supply to the SERVICE PROVIDER, and such suspension or discontinuance shall not entitle the SERVICE PROVIDER to any compensation or damages nor shall constitute a basis for extension of time for completion.

6. **MISCONDUCT.**

- a. If and whenever any of the SERVICE PROVIDERS or Sub-SERVICE PROVIDERS or their agent(s) / subagent(s), consultant(s) or employee(s) shall in the opinion of the IIMC Authorized Person (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his / their duties, or if in the opinion of the IIMC Authorized Person (which shall be final) it is undesirable for any reason (which need not be disclosed to the SERVICE PROVIDER) for such person(s) to be employed in the work, the SERVICE PROVIDER, if so directed by the IIMC Authorized Person, shall forthwith remove or cause to be removed such person(s) from employment thereon, and any person(s) so removed shall not be re-employed in the work except with the prior permission in writing of the IIMC Authorized Person.
- b. Any person(s) so removed from the works shall be immediately replaced at the expense of the SERVICE PROVIDER by a qualified and competent substitute.
- c. If any activities of any such person are considered by IIMC or IIMC Authorized Person to be criminal in character and/or prejudicial to the public or national interest, the SERVICE PROVIDER shall, in addition to removing such person(s) as stipulated above, also co-operate with IIMC in lodging such complaints with the police or other authorities as IIMC or IIMC Authorized Person considers necessary, and shall co-operate with IIMC, in handing over such person(s) to the concerned authorities as decided by IIMC.
- d. The following list of acts shall constitute MISCONDUCT, among other misconducts contained in the Industrial Employment Standing Orders Act, 1946 and Model Standing Orders as applicable: :
- e. Willful insubordination or disobedience, whether alone or in combination with other
- f. Theft, fraud or dishonest means
- g. Taking or giving bribes or any illegal gratification
- h. Habitual late attendance or absenteeism from work
- i. Drunkenness, fighting, riotous or disorderly or indifferent behaviour
- j. Habitual negligence
- k. Smoking near or around the area where combustible or other materials are locked or consuming tobacco in any form within the IIMC premises
- l. Habitual indiscipline
- m. Causing damage to the property of the Corporation or that of the SERVICE PROVIDER or creating willful hindrance in the progress of work.
- n. Sleeping on duty
- o. Malingering or slowing down work
- p. Giving of false information regarding name, age, father's name etc
- q. Habitual loss of wage cards supplied by the employers
- r. Unauthorized use of employer's property of manufacture or making of unauthorized articles at the work place
- s. Bad workmanship in maintenance by skilled workers which is not approved by the Corporation and for which the SERVICE PROVIDER is compelled to undertake rectification
- t. Making false complaints and/or misleading statements
- u. Engaging on trade within the premises of the establishments
- v. Any unauthorized divulgence of business affairs of the employers
- w. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer
- x. Holding meeting inside the premises without previous sanction of the employers
- y. Threatening or intimidating any workmen or employer during the working hours within the premises or committing any form of riotous behavior
- z. Non-observance of Safety norms/practices applicable to the Worksite
- aa. Unauthorisedly leaving the premises of the establishment without the previous permission of the supervisor
- ab. "sexual harassment which includes unwelcome sexual determined behaviour (whether directly or by implication), such as:-

- ac. physical contact and advances; or
- ad. a demand or request for sexual favours; or
- ae. sexually coloured remarks; or
- af. showing pornography; or
- ag. any other unwelcome physical, verbal or non-verbal conduct of sexual nature
- ah. any type of gathering, protest, strike or take part in any possession against the IIMC or any officials of the IIMC or any decisions of IIMC.
- aj. Association with any Union or Political parties and bodies with reference to his/ her profession.

7. **SAFETY CODE.**

**RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT**

(a) Before commencing the work, SERVICE PROVIDER shall submit a "SAFETY PLAN" to the authorized IIMC Official. The 'Safety Plan' shall indicate in detail the measure that would be taken by the SERVICE PROVIDER to ensure safety of men, equipment, material and environment during execution of the work. The plan shall take care to satisfy all requirements specified hereunder. The SERVICE PROVIDER shall submit safety plan along with his offer. During negotiations before placing of work order and during execution of the SERVICE PROVIDER IIMC shall have right to review and suggest modification in the Safety Plan. SERVICE PROVIDER shall abide by IIMC decision in this respect.

(b) The SERVICE PROVIDER shall take all necessary safety precautions and arrange for appropriate appliances as per direction of IIMC or its authorized officials to prevent loss of human lives, injuries to personnel engaged, and damage to property and environment.

(c) The SERVICE PROVIDER shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized IIMC officials:

(i) Safety Helmets conforming to IS - 2925: 1984.

(ii) Safety Belts conforming to IS - 3521: 1983.

(iii) Safety Shoes conforming to IS - 1989: 1978.

(iv) Eye and Face Protection devices conforming to IS - 8520: 1977 and IS - 8940: 1978.

(v) Hand and body protection devices conforming to: IS - 2573: 1975 IS - 6994: 1973 IS - 8807: 1978 IS - 8519: 1977.

(d) All tools, tackles, lifting appliances, material handling equipment scaffolds, cradles, safety nets, ladders, equipment etc. used by the SERVICE PROVIDER shall be of safe design and construction. These shall be tested and certificate of fitness shall be obtained before putting them to use and from time to time as instructed by authorized IIMC official who shall have the right to ban the use of any item.

(e) All electrical equipment, connections and wiring for constructions power, its distribution and use shall conform to the requirement of India Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the SERVICE PROVIDER to carry out all types of electrical works. All electrical appliances including portable electric tools used by the SERVICE PROVIDER shall have safe plugging system to source of power and be appropriately earthed.

(f) Where it becomes necessary to provide and/or store petroleum Products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the SERVICE PROVIDER shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in the relevant government acts, such as Petroleum Act, Petroleum and Carbides of Calcium manual of the chief controller of Explosives, Govt. of India. etc., Prior approval of the authorized IIMC official at the site shall also be taken by the SERVICE PROVIDER in all such matters.

(g) The SERVICE PROVIDER shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working when natural daylight may not be adequate for clear

visibility.

(h) The SERVICE PROVIDER shall be held responsible for any violation of statutory regulations local, state or central and IIMC instructions, that may enrage safety of men, equipment, material and environment in his scope of work or another SERVICE PROVIDER's or agency's cost of damages if any, to life and property arising out of such violation of statutory regulations and IIMC instructions shall be borne by the SERVICE PROVIDER.

(j) In case of a fatal or grievous injury to any person at construction sites due to lapses by the SERVICE PROVIDER, the victim and/or his/her dependents shall be compensated by the SERVICE PROVIDER as per statutory requirements. However, if considered necessary, IIMC shall have the right to impose appropriate financial penalty on the SERVICE PROVIDER and recover the same from payments due to the SERVICE PROVIDER for suitably compensating the victim and/or his/her dependents. Before imposing any such penalty, appropriate enquiry shall be held by IIMC giving opportunity to the SERVICE PROVIDER to present his case.

(k) In case of any damage to property due to lapses by the SERVICE PROVIDER, IIMC shall have the right to recover cost of such damages from payments due to the SERVICE PROVIDER after holding an appropriate enquiry.

(l) In case of any delay in the completion of a job due to mishaps attributable to lapses by the SERVICE PROVIDER, IIMC shall have right to recover cost of such delay from payments due to the SERVICE PROVIDER, after notifying the SERVICE PROVIDER suitably and giving him opportunity to present his case.

(m) If the SERVICE PROVIDER fails to improve the standards of safety in its operation to the satisfaction of IIMC after being given a reasonable opportunity to do so; provide necessary safety devices and equipment or to carry out instructions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized IIMC official, IIMC shall have the right to take corrective steps at the risk and cost of the SERVICE PROVIDER after giving a notice of not less than seven days indicating the steps that would be taken by IIMC.

(n) The SERVICE PROVIDER shall submit report of all accidents, fires and property damage, dangerous occurrence to the authorized IIMC official immediately after such occurrence, but in any case not later than twelve hours of the occurrence. Such reports shall be furnished in the manner prescribed by the SERVICE PROVIDER to the authorized IIMC official from time to time as prescribed.

(o) Before commencing the work, the SERVICE PROVIDER shall appoint/nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of IIMC.

(p) If Safety record of the SERVICE PROVIDER in execution of the awarded job is to the satisfaction of Safety Department of IIMC, issuance of an appropriate certificate to recognize the safety performance of the SERVICE PROVIDER may be considered by IIMC after completion of the job.

(q) Before conducting any work which may produce excessive noise, dust or cause any other inconvenience to the staff, students, boarders, faculty etc, the SERVICE PROVIDER shall give adequate notice to the Area-In-charge. Such notice of work shall be given at least one day before commencing such work.

(r) Handling and application of all chemicals, including, but not limited to pesticides including herbicides, fungicides and insecticides, shall be done in accordance with extant legislations.

(s) The posting of warning signs and proper advance notification to people in the area shall be done before any spraying is to be carried out.

**REQUIRED INSURANCE**

**1. INSURANCE REQUIREMENTS**

Without limiting SERVICE PROVIDER's liability to IIMC, SERVICE PROVIDER, at its sole cost and expense, shall maintain the following insurance coverage during the term of the Agreement:

**1.1 Employees' Compensation Act Policy (ECA)/ Other Acts in Currency**

All insurance coverage required by statute under the Employees' Compensation Act insurance which provides coverage for employment related death, disability and accidents as per statutory limits.

**2. EVIDENCE REQUIRED**

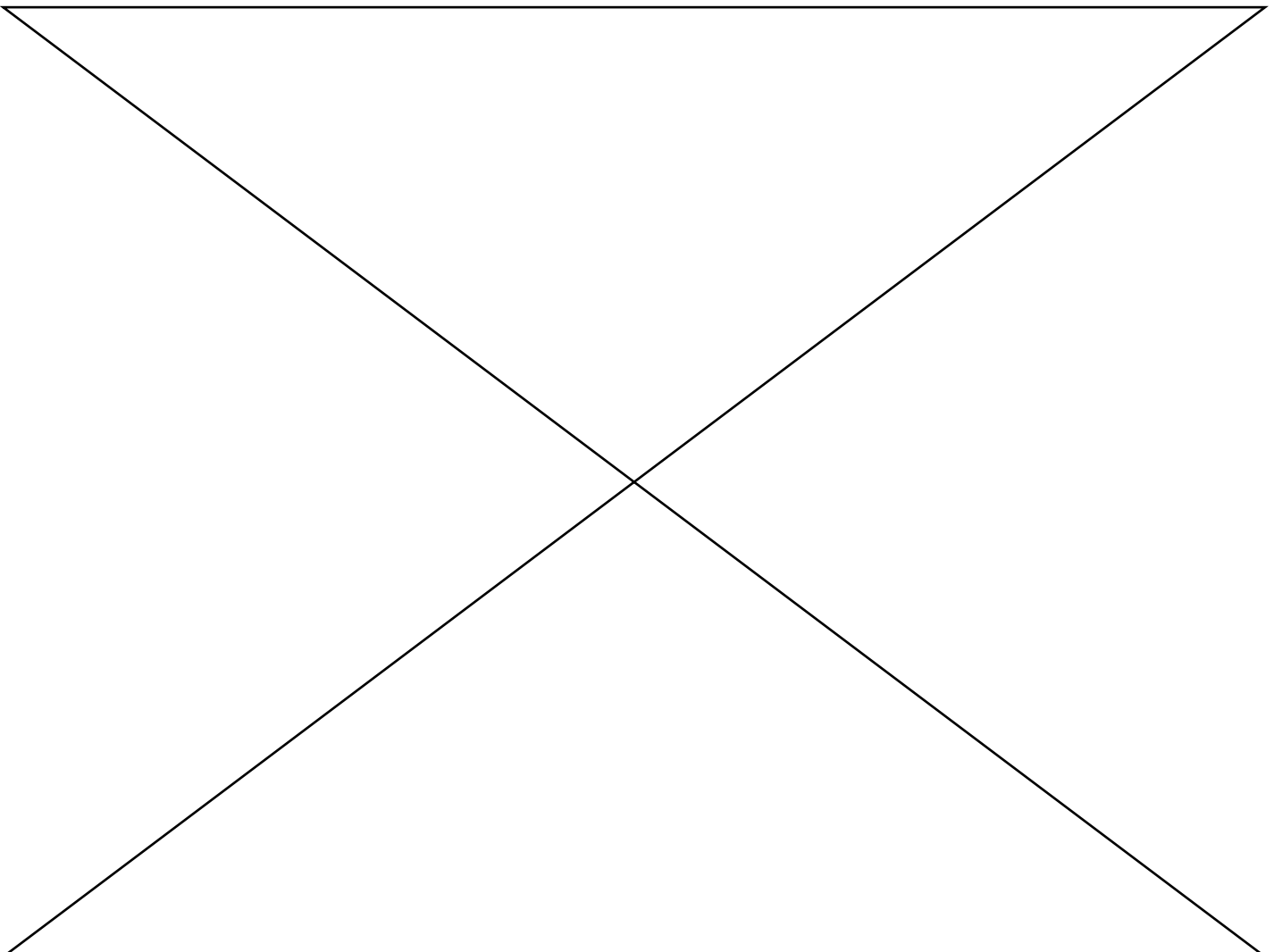
Prior to the commencement of any work or services under the Agreement, SERVICE PROVIDER shall deliver to IIMC a Certificate of Insurance which evidences SERVICE PROVIDER's compliance with this Section.

**3. NOTICE OF CANCELLATION, NON-RENEWAL, OR OTHER MATERIAL CHANGE IN COVERAGE**

SERVICE PROVIDER shall provide IIMC- with thirty (30) days prior written notice of cancellation, non-renewal or failure to renew, or other material change in the coverage provided, including the exhaustion of or material reduction in available limits.

**4. QUALIFIED INSURER**

All required insurance policies must be issued by IRDA approved insurance companies.





**SAFETY, HEALTH & ENVIRONMENT MANAGEMENT SYSTEM**

1. **Commitment by IIMC**

IIMC is committed to be an environmentally sound body in its activities, products, services and to provide safe and healthy working environment covering its students employees, contractors, Contract labourers, trainees, suppliers, and all interested parties as an integral part of business performance through compliance with applicable legal and other requirements related to occupational Health, Safety and Environment.

2. **Commitment by Service Provider**

The Service Provider shall commit towards Safety, Health and Environment Management System in line with the following:

3. **SAFETY:**

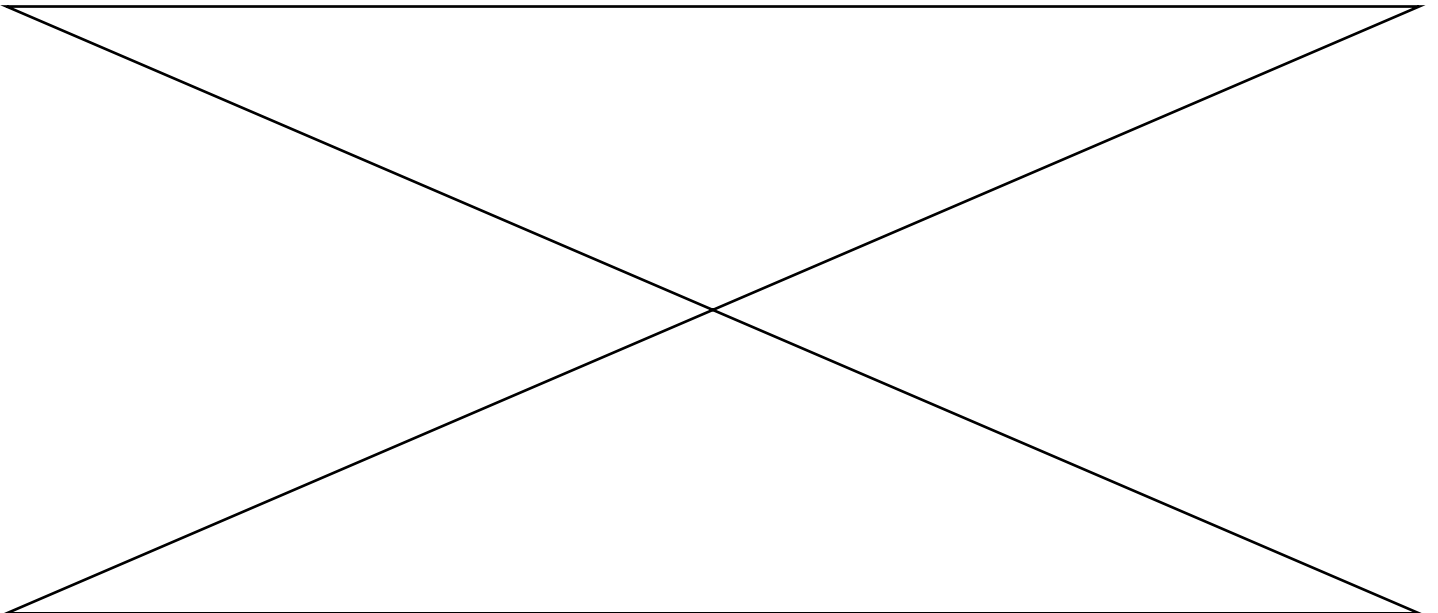
- a. Safe systems of works must be established, implemented and maintained to ensure that all health and safety related risks are adequately managed.
- b. Own staff as well as SERVICE PROVIDER employees must exercise safe behaviour; follow safe operational rules as well as safe work practices.
- c. Permit to work process must be established to ensure that hazardous, non-routine work is assessed, planned, authorized and carried out in a way that ensures health and safety of the employees and contractors involved, and others who may be affected.
- d. Equipment must be operated and maintained within design parameters.

4. **HEALTH**

- a. Task/job related health screenings (fitness for duty medical evaluations) of all employees must be performed in line with local legal requirements.
- b. First aid facilities and/or ready access to adequate medical services must be ensured at every worksite based on complexity of operation, number of employees and remoteness of the worksite (i.e. basic first aid to full scale medics/paramedics intervention).

5. **ENVIRONMENT**

SERVICE PROVIDER agrees to implement any and all recommendations from IIMC in terms of implementing and adopting the Safety, Health and Environment Policy. For security reasons, the contractor shall furnish details of his workforce along with photographs to IIMC before they are brought into the IIMC- premises for providing various services.



**< ON LETTER HEAD OF CONTRACTOR >**

Date:

To  
Mr \_\_\_\_\_

Further to your application and subsequent interview, we have pleasure to appoint you as \_\_\_\_ (designation) on the following terms and conditions:

2) You will be in the first instance on probation for a period of six months, which may be extended further, by a period of six months. You will, however, continue to be on probation till Management confirms you in writing. The Management may terminate your services either during or after completion of the probation period if your performance/conduct is not found to be satisfactory.

3) Your continuation in the employment will always be subject to your remaining physically and mentally fit and alert. The Management shall have every right to get you medically examined or re-examined at any time by the Registered Medical Practitioner, whose findings will be final and binding upon you.

4) Your work, duty hours and shift working will be regulated from time to time purely at the discretion of the Management as per expediency of service.

5) Your services are liable to be transferred or deputed from one place to another and/or from one establishment to another, or from department to another purely at the discretion of the Management. Such transfer may also be to such places and clients wherever your services are required or to be deputed or transferred in future whether such establishments are in existence today or which may come into existence in the future.

6) We are in the business of providing \_\_\_\_ services to our various clients. Hence, the duration of your appointment is co-terminus with the duration of our contract with the client and your employment shall automatically come to an end on termination of the said contract.

7) You will be the whole-time employee of \_\_\_\_\_ (name of the Contractor) and will not engage yourself in any work similar in nature to that of the \_\_\_\_ (name of the Contractor) and/or in which you may for the time being be engaged by the organization and/or engage yourself anywhere in your work, professional or employment either honorary or otherwise during the period of your employment with \_\_\_\_\_ (name of the Contractor)

8) You will not utilize, disclose or divulge to any person any trade secret or confidential information or documents of the \_\_\_\_\_ (name of the Contractor)

9) Your services will be governed by the Standing Orders and the Service Rules applicable to the organization as in force from time to time.

10) You may be laid-off on payment of 50% wages on account of shortage of work, materials, electricity and similar other reasons.

11) You may be selected and sponsored by us for familiarization/training assignments within the organization or any other institution/organizations in India and or abroad. You will diligently and beneficially take part in the training and assignments from time to time on such terms and conditions as may be specified.

12) Your services will be liable to be terminated on one month's notice or on payment of one month's salary in lieu thereof. Similarly, you will not terminate your services without giving one month's notice or salary in lieu thereof and in case of failure on your part to do so, the Management will be entitled to recover the requisite amount from you either by withholding dues or to that extent or otherwise, as may be necessary. The Management may waive notice and relieve you immediately if you chose to resign.

13) You will not engage in any act that may amount to misconduct and you will always observe and follow instructions given by your superiors. The Management may dismiss you from the services without notice for engaging in any act or omission amounting to misconduct.

14) In case any act of omission constituting misconduct is alleged against you, you may be suspended pending enquiry and will be paid subsistence allowance for the days of suspension at 50% of wages payable to you.

15) You shall retire on attaining the age of 60 years (or as applicable). Your date of birth, as per the records produced by you is \_\_\_\_\_. Please note that this date of birth shall be considered valid for all official records.

16) In case of change in the address during the course of employment, it will be your duty to intimate the Management in writing within three days from the date of such change and will get the change so recorded in the Register of Address maintained for the purpose by the Company.

17) All communication sent to you by the Management at your last given address will be deemed to have been received by you.

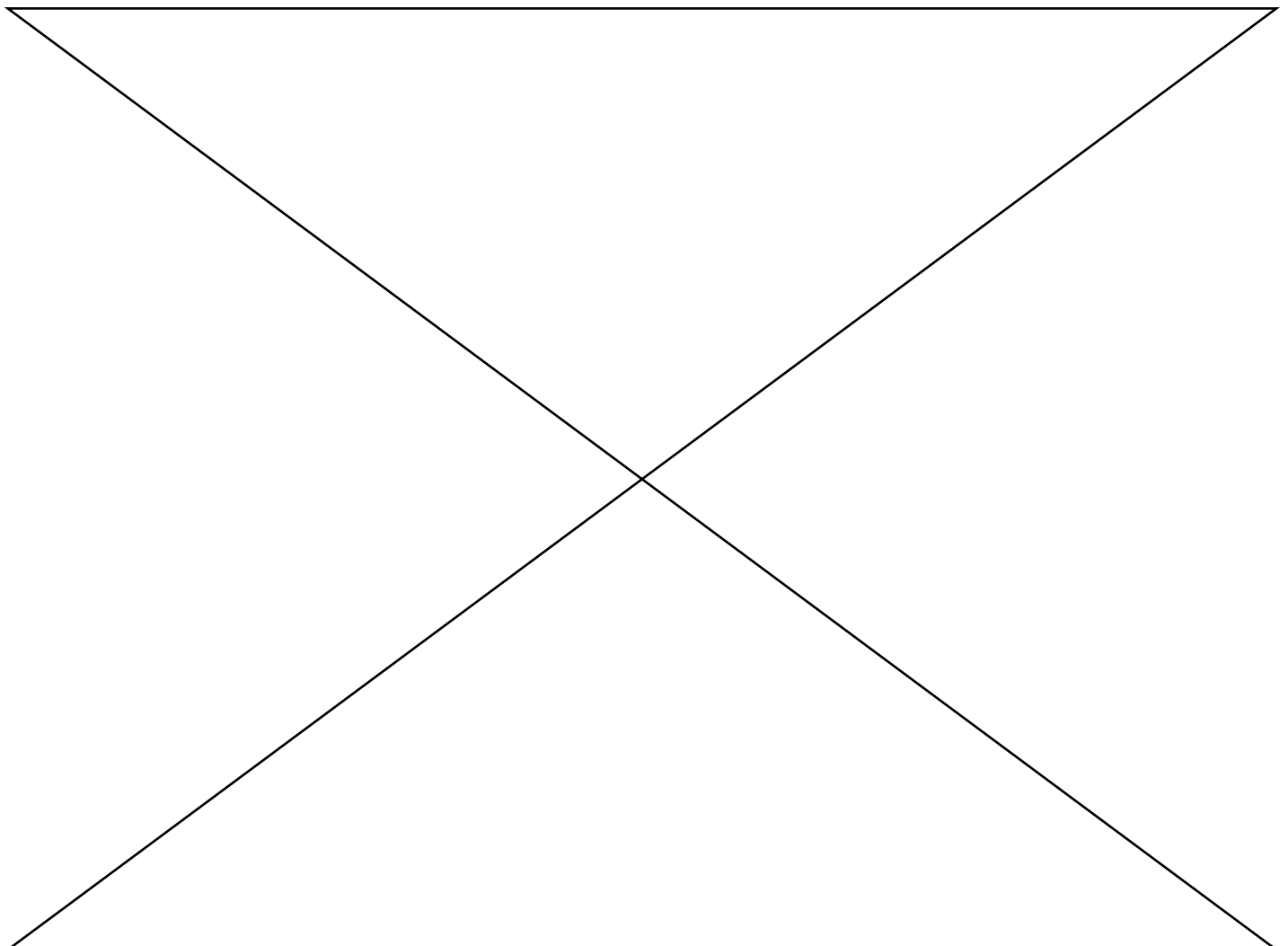
In case the above terms and conditions are acceptable to you, please sign the copy of the letter in token of your acceptance and return the same for our records.

For\_\_\_\_\_

Declaration

I have read and understood the above terms and conditions of employment and accept the same, and further undertake to abide by them.

\_\_\_\_\_



**BIDDER'S INFORMATION FORM WITH CHECK LIST**

SL No.	Particulars	Yes/No	Details	Attachments
1	Name of the Service Provider:			
2	Registered Address:			Enclose Proof
3	Branch/Head Office Address at Kolkata (Mandatory)			Enclose Proof
4	Name of the Authorized Signatory:			Enclose Proof
5	Trade License No.:			Enclose Proof
6	Shop/Establishment Registration No.:			Enclose Proof
7	PAN Details:			Enclose Proof
8	GST Registration No.:			Enclose Proof
9	P.F. Registration No.:			Enclose Proof
10	ESIC Registration No.:			Enclose Proof
11	West Bengal Labour Welfare Board (WBLWF) Registration No.:			Enclose Proof
12	Average Annual Turnover of last three Financial Year			Enclose Proof (Audit Reports)
13	Net profit (Audited) for last three Financial Year			Enclose Proof (Audit Reports)
14	Minimum experience in similar assignments in Government/ PSU's/Autonomous Bodies			Enclose Proof as Work Order
15	Minimum Manpower on roll as on 31 October 2022		100	Enclose proof as salary/wage register
16	ISO Certificate (If Any)			Enclose proof as salary/wage register

**Certificate to be Submitted by Bidder.** A certificate to be submitted by the bidder on the Letter Head of their Firm/Company as under:-

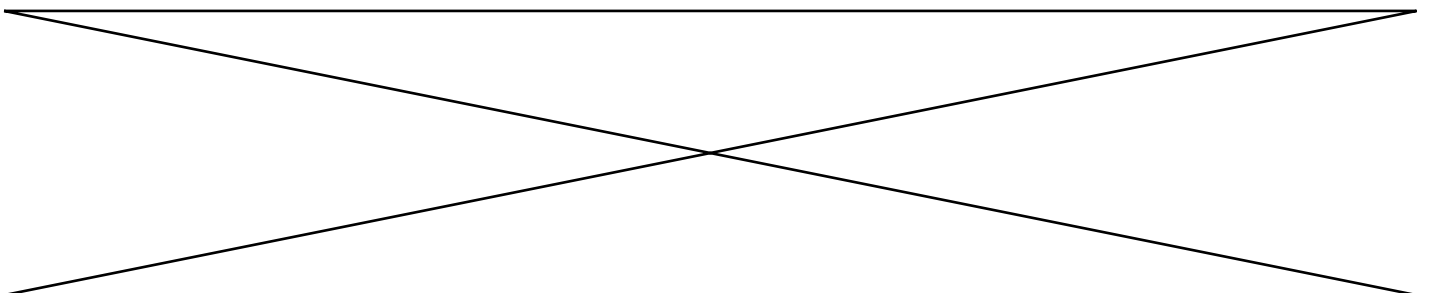
**“This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer”.**

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of  
[Name & address of Bidder and seal of company]



**TERMS AND CONDITIONS - COMPLIANCE**

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name and Complete Address \_\_\_\_\_

Tender Document No. \_\_\_\_\_; Tender Title: \_\_\_\_\_

*Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section/Para	Clause/ Sub-Clause/Sub Para			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
(Signature with date)

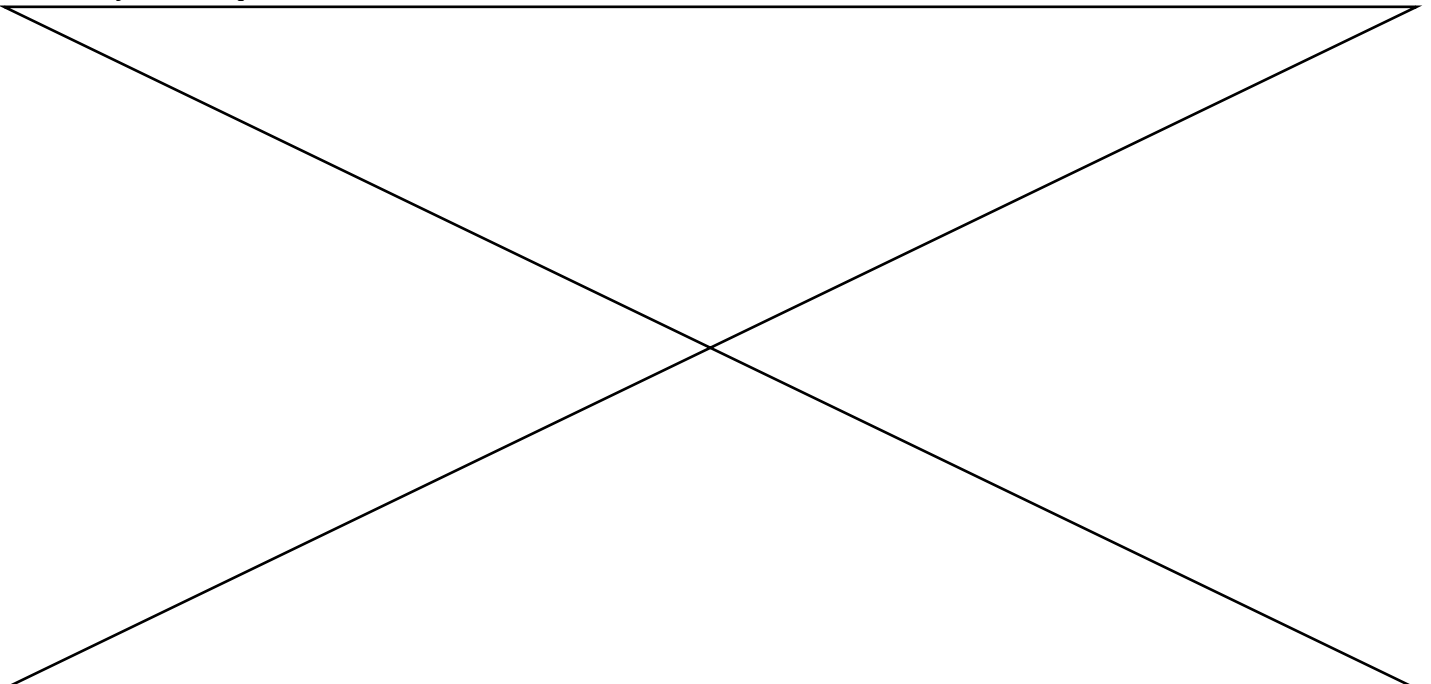
.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....  
[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.



**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To  
The Director  
Indian Institute of Management Calcutta  
Diamond Harbour Road, Joka  
Kolkata - 700104, West Bengal

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no ..... date..... to delivery ..... (description of Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

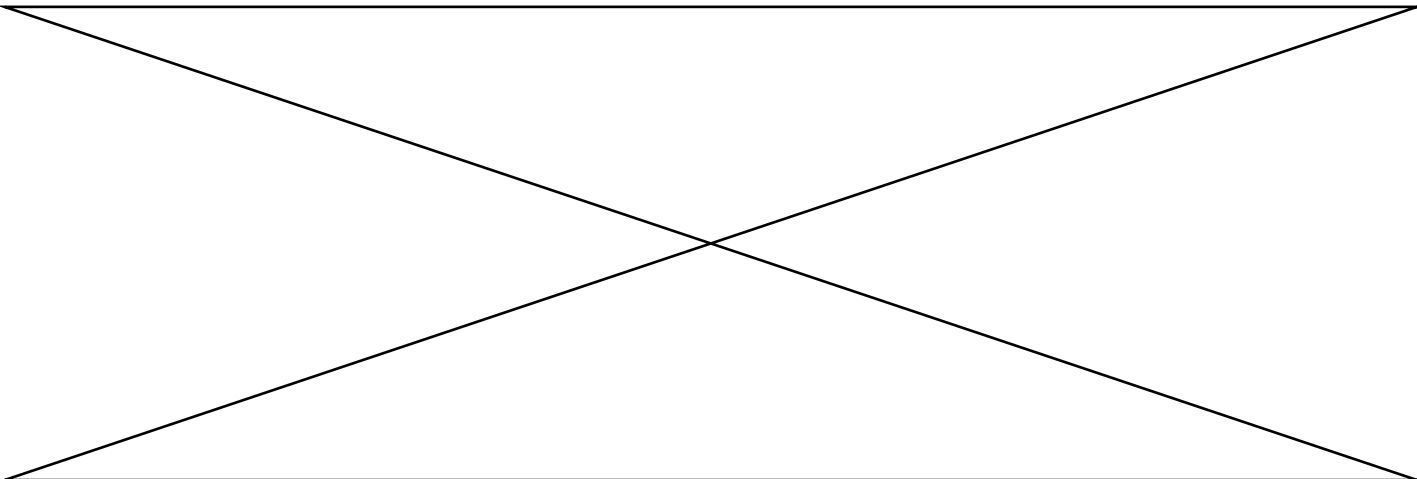
.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for procurement of goods/ service or at the concerned district headquarters or the state headquarters.



**NO CLAIM CERTIFICATE**  
(On company Letter-head)

Contractor's Name and Complete Address \_\_\_\_\_  
[Address and Contact Details]  
Contractor's Reference No. \_\_\_\_\_ Date.....

To  
The Director  
Indian Institute of Management Calcutta  
DH Road, Joka, Kolkata - 700104

**No Claim Certificate**

**Sub: Contract Agreement no. ----- dated -----for the supply of -----**

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) as final settlement due to us for the supply of \_\_\_\_\_ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

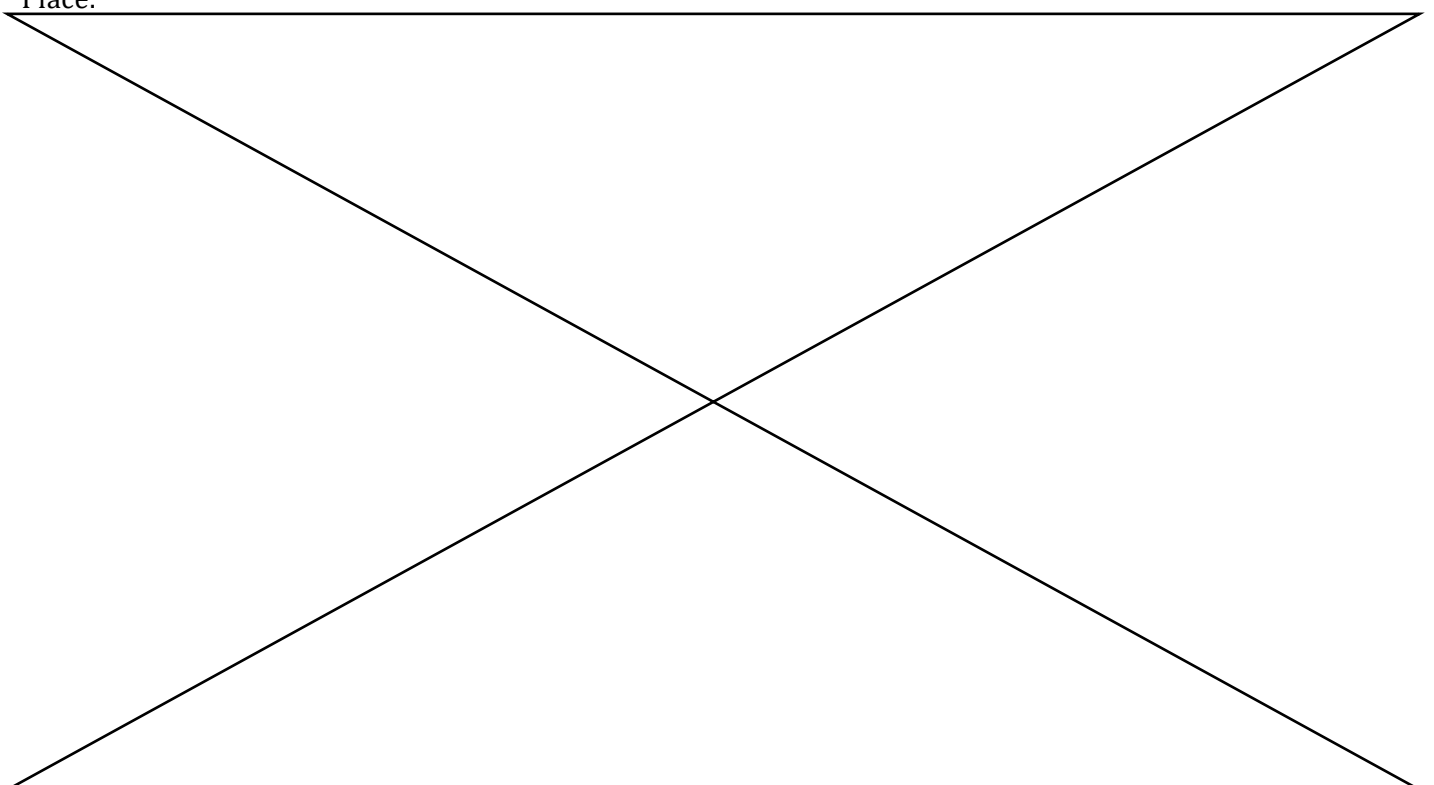
Yours faithfully,

Signatures of contractor or  
officer authorised to sign the contract documents.  
on behalf of the contractor

(company Seal)

Date:

Place:



**TECHNICAL BID EVALUATION CRITERIA AND VENDOR'S ELIGIBILITY**

<b>Ser No</b>	<b>Description of Criteria</b>	<b>Documentary Evidence Required to be attached as Proof</b>
01.	The Company/Firm/Agency should have valid PAN Card	Copy of PAN Card
02.	The Company/Firm/Agency should have valid GST Certificate	Copy of GST Certificate
03.	The Company/Firm/Agency shall have at least five years' experience in successfully providing similar services to Central/State Government organizations, Autonomous Bodies, Public Sector Undertakings	Copies of Work Order along with the satisfactorily Work Completion Certificate
04.	The Company/Firm/Agency shall have been registered with the labour department and other concerned government authorities.	Copy of Registration Certificate duly Self-attested
05.	The Company/Firm/Agency shall have average annual turnover of at least Rs 1.29 Crore (Rupees One Crore Twenty Nine Lakh Only) for any three financial years starting from 01 April 2017 and ending on 31 <sup>st</sup> March 2022.	Copies of audited balance sheet duly audited by Chattered Accountant
06.	The Registered Office/ Branch Office/ Operational Office of the manpower Company/Firm/Agency shall be located in Kolkata, West Bengal	Copy of latest enlistment certificate issued by Kolkata Municipal Corporation or any other document (as applicable) issued by Central/State Govt agency
07.	The Company/Firm/Agency shall have been registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Act and other relevant act.	Copy (s) of relevant certificate(s)/ documents
08.	The Company/Firm/Agency shall not have been debarred by any organization.	Self declaration on company's letter head
09.	The Company/Firm/Agency should have minimum 100 workmen/manpower as on 31 October 2022 on their wage rolls	Copy of Salary/wage register



**BID SECURITY DECLARATION CERTIFICATE**  
**(AS PER APPLICABILITY)**

*To be submitted as part of Technical bid, along with supporting documents, if any. A Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this ON COMPANY LETTER HEAD*

**BID SECURING DECLARATION**

Bidder's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Details \_\_\_\_\_  
Bidder's Reference No. \_\_\_\_\_  
Date : \_\_\_\_\_

To  
The Director,  
Indian Institute of Management Calcutta Diamond Harbour Road, Joka  
Kolkata – 700 104  
Reference: Tender Document No. \_\_\_\_\_ Tender Title: \_\_\_\_\_

Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:-
  - (a) Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; OR being notified within the bid validity of the acceptance of our bid by the Procuring Entity.
  - (b) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document (where applicable).
  - (c) Fail or refuse to sign the contract.
  
2. We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:
  - (a) Receipt by us of your notification.
  - (b) Of cancellation of the entire tender process or rejection of all bids or
  - (c) Of the name of the successful bidder or
  - (d) Forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....  
(Name and designation)  
Duly authorized to sign bid for and on behalf of.....  
[name & address of Bidder and seal of company]  
Dated on ..... day of [insert date of signing]  
Place... [insert place of signing]  
DATE:.....

**PRICE BID FORMAT**

<b>Ser No</b>	<b>Description of Job/ Services</b>	<b>Accounting Unit</b>	<b>Quantity</b>	<b>Basic Rate</b>	<b>GST (if any)</b>	<b>Total Cost</b>
1.01	<i>HOUSEKEEPING AT TATA HALL, ADMINISTRATIVE BUILDING, LIBRARY, COMPUTER CENTRE, FP LAB AT SBI BUILDING, ENGINEERING DIVISION, SECURITY OFFICE AT MAIN GATE, SECURITY OFFICE AT GATE -II MEDICAL UNIT, STAFF CANTEEN, SWIMMING POOL, GUEST HOUSE AT NF-1 BUILDING AND OLD DIRECTOR'S BUNGLOW (MBA Ex MESS), NEW POWER HOUSE, GYMNASIUM, NEW TEACHING BLOCK (NTB), MCHV, BOAT HOUSE AND INDOOR SPORTS COMPLEX at Indian Institute of Management Calcutta (As per Appendix 'A' to the RFP)</i>	Project/ Job	01 (ONE)			

**NOTE:-**

- (a) This Price Bid Format is just Indicative Nature and Bidder should **NOT** quote their Financial Quote in this Page.
- (b) **BEFORE QUOTING RATE, BIDDER SHOULD KEEP IN MIND THAT, HOUSEKEEPING SERVICES AT ALL THE BUILDINGS SHOULD BE TREATED AS ONE PROJECT AND RATE SHOULD BE QUOTED ON MONTHLY BASIS.**
- (c) Bidder should quote their Financial Quote in BOQ in CPP Portal ONLY.
- (d) IIMC will NOT be responsible for any type of LEAKING OF FINANCIAL BID INFORMATION for violation/ non adherence of Note (a) above. Any representation in this regard at later stage will NOT be entertained at all.

