

## **NOTICE INVITING TENDER**

Tender Notice No.: **F5(3115) ST/MNIT/Estate/2022**

Date: 26.07.2022

### **TENDER FOR “HOUSEKEEPING AND SANITATION” CONTRACT FOR ACADEMIC (INSTITUTIONAL) AREA OF MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR-302017, RAJASTHAN**

Sealed Tenders are invited through “e-publishing” module of CPP Portal (<https://eprocure.gov.in/epublish/app>) from interested and eligible firms/companies/proprietors/individuals for award of a housekeeping and sanitation contract on the following terms and conditions.

1.

- |   |                     |
|---|---------------------|
| a. List of all blocks of Academic<br>(Institutional) Area   | ANNEXURE-1          |
| b. Check list for preparation<br>of Bid/Tender  | ANNEXURE-2          |
| c. Instruction to tenderer  | ANNEXURE-3 &3A      |
| a) Estimated<br>requirement of<br>manpower  |                     |
| d. Schedule of Works/Requirements,<br>Requirement of equipments and<br>Requirement of Consumables | ANNEXURE-4, 4A & 4B |
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| h. General Conditions of Contract (G.C.C.)  | ANNEXURE-8          |
| i. Special Conditions of Contract (S.C.C.)  | ANNEXURE-9          |
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| k. Article of agreement   | ANNEXURE-11         |

## **Important Dates:**

- a. Last date of submission of tender is **19.08.2022 by 03:00 PM**
- b. Opening of Technical Bid of the tender on **19.08.2022 at 03:00 PM**
- c. Opening of price bid (BOQ) of the tender **we will intimated later on**
- d. EMD and cost of Tender should reach to Registrar, MNIT, Jaipur-302017 through Speed Post/Registered Post/Courier on or before date and time of opening of the technical bid.

Tender document is available in e-Publishing module available in CPP Portal (<https://eprocure.gov.in/epublish/app>) or may be downloaded from the website of Malaviya National Institute of Technology, Jaipur i.e. <http://mnit.ac.in/news/newsall.php?type=tender>.

## **3. Nature and Scope of Work**

- I. The contract involves “housekeeping and sanitation” of Academic and Administrative area of Institute including any other building comprising of rooms, toilet, staircases, verandah, auxiliary rooms, office and all other premises attached to the building and precinct thereof. It also includes drain, sewage lines, water lines, sink, basin, commode, cistern, and other features attached therewith with a view to keep it neat and clean and in good hygienic conditions all the time during validity of the contract.
- II. The contract is basically item/unit rate contract and involves no control of MNIT, Jaipur over the staff of the contractor except ensuring cleanliness and good hygiene and to provide an environment friendly atmosphere.
- III. The period of the contract will be one year initially from the date of issue of work order. Further, Institute may extend contract period for two more year, on year-to-year basis based on satisfactorily performance.
- IV. The contract price/ issued Purchase Order value is inclusive of all taxes and duties including G.S.T. Contractor is to bear all incidental cost/tax connected to the execution of the contract.

- V. The work may be divided among more than one party subject to matching with lowest price determined in the tender process.
- VI. The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- VII. Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- VIII. Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting.

**4. ELIGIBILITY:**

- I. **Status:** -The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof on status the bidder shall be submitted. The firm should have Zonal, Regional headquarter/office in Rajasthan/Jaipur or shall open its office in Jaipur within 15 days after award of contract. The firm should submit documentary proof- undertaking for the same.
- II. **Financial Capacity:** The bidders should have the **minimum turnover of Rs. 67,00,000/- (Rupees sixty-seven lakhs)** during the **last financial years (2020-21)**. Relevant proof for supporting the above shall be submitted failing which tenderer shall be treated as invalid. The firms must be willing and/or capable to sustain itself financial till bills are processed & payment released.
- III. **Experience:** At least three years' experience in the similar work.
- IV. **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof shall be submitted.
- V. The tenders submitted in digital mode through the e-Publishing portal shall be subject to information and technology Act.

**Sd/-**  
**REGISTRAR**

ANNEXURE-1

**LIST OF ALL BLOCKS OF ACADEMIC (INSTITUTIONAL) AREA**

Academic (Institutional) area: The area covered in academic area given below:

**PART-A: AREA**

Sl. No.	Description of Workplaces	Area in Sq. ft.	Area in Sq. M.
1.	Lecture Halls (LT-1 to LT-26 and LR-1 to LR-25)	30000	2787
2.	Library	15633	1452
3.	Workshop	33368	3100
4.	Hydraulic Lab.	9598	892
5.	Metallurgy Lab	8236	765
6.	Earthquake Testing Lab	12500	1161
7.	WRSC Lab, Civil Engg.	4000	372
8.	Badminton Court	9000	836
9.	Chem. Process Intensification Lab	400	37
10.	Old Store/ Estate	3500	325
11.	Department (all five quadrangles) departments includes all the offices of faculty, laboratory, toilets etc)	229185	21292
12.	Sports (Student Activity Centre) all area including toilets	8264	768
13.	Prabha Bhawan	120000	11148
14.	Material research Centre	43000	3995
15.	Vivekanand lecture hall	350000	32516
16.	old Administrative Building	24218	2250
17.	Motor Garage	8774	815
18.	Central Store	2668	248
19.	Estate Section	9235	858
20.	Dispensary	3055	284
21.	Guest Houses (Indra dhanush and Suryodaya Guest House)	13513	1255
22.	Incubation Centre	45569	4233
<b>Grand Total</b>			<b>91389</b>

**PART-B: AREA**

<b>Sl. No.</b>	<b>Description of Workplaces</b>	<b>Area in Sq. ft.</b>	<b>Area in Sq. M.</b>
<b>01.</b>	<b>Open Area</b>	<b>240403</b>	<b>22342</b>
<b>02.</b>	<b>Road and footpath</b>	<b>704311</b>	<b>65456</b>
<b>03. *</b>	<b>Park</b>	<b>498576</b>	<b>46336</b>
<b>04.</b>	<b>Children Park (Staff Colony)</b>	<b>51902</b>	<b>4824</b>
<b>05.</b>	All other area like drainage etc. near departments for sweeping and disposal of the waste material.	May be surveyed by the contractor	**
	<b>Total</b>		<b>138958</b>

**Note for PART-A and PART-B:**

**(i) All the area may survey by the contractor and quote the rates accordingly.**

(ii) Horticulture wastages, Garbage and Solid Wastages of the Institute need to dispose on day-to-day basis by the contractor, outside of the MNIT Campus at identified/ designated place by Jaipur Municipal Corporation/ concerned authority and all necessary permission from concerned authority should be obtained by the contractor itself at his own cost; and quote the rates in financial bid accordingly.

\*(iii) Park area as mentioned above under sl. no.: 03 are occasional cleaning area subjected to clause mentioned, point-11 under B. Other terms and conditions of *Annexure-09*; and order shall be placed accordingly.

\*\* (iv) All other area like drainage etc. near departments for sweeping and disposal of the waste material, may be surveyed by the contractor and quote the rates in financial bid accordingly.

## ANNEXURE-2

**CHECKLIST FOR PREPARATION OF BID/TENDERER**

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the DD for EMD of Rs. 3,35,000/- and Tender Cost of Rs.1000/- to the Registrar MNIT,Jaipur through Post / Courier?		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP portal?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF, Labor License and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP portal?		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Publishing site of CPP portal.		

Signature of Tenderer

## MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR

INSTRUCTIONS TO TENDERERSTENDER NOTICE NO F5(3115) ST/MNIT/Estate/2022DATED: 26.07.2022

1. The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/epublish/app>) of CPP portal consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. The **EMD of Rs.3,35,000/- (Rupees Three Lakh Thirty Five Thousand only)** together with **Tender Cost of Rs.1000/- (Rupees One Thousand)** shall be deposited in the shape of Banker's Cheque/Demand Draft/ Pay order in favor of '**Registrar, M N I T , Jaipur**' payable at Jaipur from any Scheduled Commercial Bank except Co-operative and Gramin bank and submit the same in a separate sealed envelope to "Deputy Registrar (Store & Purchase), Malaviya National Institute of Technology Jaipur, JLN Marg-302017, Rajasthan" in the physical form super scribing with the word "EMD and Tender Cost", Tender Notice No. & Tenderer Name with Address.

Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.

Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal/e-Publishing/ e-Procurement Portal. Besides, they have also to enclose a hard copy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed above.

No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the MNIT Jaipur in respect of any previous work shall be entertained.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited.s

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.

3. The cover containing the DD for both EMD, Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of the those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
4. The price discovery against this tender will be through e-Procurement.
5. The tender shall be valid for **90 days** for acceptance from the date opening of the price bid and withdrawal in between shall entail the forfeiture of Earnest Money.
6. Tenders not received in the prescribed forms will be liable for rejection.
7. The Tenderer(s) shall duly fill in all particulars in the format as at annexure- 4A and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions (S.CC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Latter shall prevail.
9. The Tenderers shall furnish the following documents as part of **Technical Bid**:

Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. along with following documents:

- i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
- ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, and Subscribed and paid up capital.
- iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.

If required, **the original documents will have to be produced for verification.**

Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall



accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.

Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of MNIT, Jaipur with Proprietor, Partner – Director of the firm is to be furnished.

whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in MNIT, JAIPUR or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning of suspending business with him/ them.

If yes, give the details indicating the period.

**Banning of Business Dealings:**

- a. If it is found during processing of the Tender or execution of contract, the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging /forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified period.
- b. If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

**Contractor's Background:**

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of allotment Contract and if such a person procures any Contract by suppression of information, it will be cancelled.

**Documents to be submitted**

- (a) RPFC Registration Code Number, if any:
- (b) Registrations with ESI, if applicable.
- (c) Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years. (Duly attested by Notary) for **preceding three years** from the date of tender.

- (d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
  - (e) Copies of Permanent Account Numbers (PAN Card).
  - (f) GST Registration Number and copy of Certificate of Service Tax Registration. And all desired documents need to submit as mentioned under tender documents.
  - (g) Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.
10. The tenderer is advised to inspect all the Academic (Institutional) Area of the Institute & satisfy himself before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender. The inspection of the site can be made from 26/07/2022 to 18/08/2022 between 3:00PM to 05:00 PM on prior appointment on working days.

#### **11. BID OPENING PROCEDURES**

The Technical Bids may be opened at MNIT Jaipur, on the specified date & time by the Committee authorized by the competent authority of MNIT Jaipur.

The financial bids of those bidders whose Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

#### **12. CLARIFICATION ON TECHNICAL BID EVALUATION**

The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPPP. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through e-Procurement site.

If a bidder does not provide clarifications of its bid by the date and timeset in the Institute's request for clarification, the bid may be rejected.

Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

#### **13. TECHNICAL BID EVALUATION**

The bidders who qualify in the technical evaluation may be intimated.

#### **14. FINANCIAL BID OPENING AND EVALUATION PROCEDURE**

The financial bid (BOQ) shall be in format as specified in tender documents. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time and shall be evaluated on overall L1 amount basis.

15. Tenders containing overwriting or erasing, without authentication & without full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount / quantity not shown in figures and words will be liable for rejection.
16. The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
17. Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.
18. The unit rate (per sq. meter per month) in the Price Bid ( BOQ) shall cover/ include all statutory duties/taxes/levies, as on date of tender, except GST.
19. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
20. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.
21. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labourcost& other charges to be incurred in proper execution of work within specified time.
22. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
23. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
24. Authority of NIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
25. Tender documents are not transferable.
26. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
27. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer NIT. In case

any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.

**28. OTHER TERMS & CONDITIONS:**

- a. The Contractor need to provide Identity Card to each and every manpower empaneled under the outsourced company/firm.
- b. The Contractor need to provide copy of police verification (at the time of initial reporting for duty) of each and every employee empaneled under the outsourced company/firm.
- c. Clear instructions need to be given for entry & exit of all outsourced manpower during their day to day duty at Institute.
- d. In case of replacement of manpower due to any reason whatsoever, the firm needs to provide alternate manpower within 24-48 hours.
- e. Bio-metric attendance shall be maintained of all outsourced manpower.
- f. The Contractor/Company/Firm need to provide contact details in order to resolve day to day complain.
- g. The Contractor/Company/Firm need to provide medical fitness certificate of each manpower at the time of initial reporting for duty.
- h. The Contractor/ Company/ Firm need to provide offer of appointment to each labour empaneled under the outsourced company/ firm deputed at MNIT Jaipur.
- i. The Manpower engaged under House Keeping & Sanitation Contract need to maintain uniform dress code at the cost of Contractor/Outsourced Firm.

**29. For any clarification:** Please contact:

**Deputy Registrar (Store and Purchase)**

**NIT Jaipur, Jaipur-302017**

**Ph. No.: 0141-2713312**

**Email ID : [storepurchase@mnit.ac.in](mailto:storepurchase@mnit.ac.in)**

**30.** The EMD submitted by the successful bidder shall be return on the receipt of PBG/Security Deposit and the EMD submitted by unsuccessful bidder shall be returned after the finalization of contract/ award of contract.

**31.** Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:

signature of Tenderer

Place

**Tentative Requirement of Manpower:**

<b>Deployment of Manpower</b>	
<b>Deployment of Manpower</b>	<b>Tentative Required manpower</b>
Housekeeping Supervisor (Skilled)	2-4
Housekeeper (Unskilled)	50-60

**It is Mandatory to fill following information by the bidder:**

<b>Details of Deployment of Manpower</b>	
<b>Deployment of Manpower</b>	<b>Number of manpower shall be deployed</b>
Housekeeping Supervisor (Skilled)	*?
Housekeeper (Unskilled)	*?
<b>Total</b>	<b>*?</b>

Note:

- i) Minimum Number of manpower to be deployed by contractor on any single day in compliance of GCC (Annexure-8) and tender documents.
- ii) \*? It is mandatory information must be filled in numeric and words both by the bidder and need to submit under Technical Bid.

**Authorized signatory of the Tenderer**

## SCHEDULE OF WORKS/REQUIREMENTS

The service provider must provide Housekeeping, Cleaning & Sanitation services through service contract for Academic (Institutional) Area on service charge basis. Interested service providers may submit their proposals including machines & equipments to be deployed for cleaning and material to be used for cleanliness.

Housekeeping services and complete cleaning activities as per following schedule: -

Sl.No	Activity	Continuous	Daily	Weekly	Monthly	Machines / Equipments
1	Room/office/ laboratory Cleaning	Wet Mopping followed with Dry Mopping	Dusting followed by wet moping	Deep Scrubbing & Drying with Auto Scrubber Single Disk & Wet Vacuum	-	Auto Scrubber Single Disc Wet & Dry, Dust Controller.
2	Corridors , lobby stairs Corridor Cleaning	Wet Mopping followed with Dry Mopping	-	Deep Scrubbing & Drying with Auto Scrubber Single Disk & Wet Vacuum	-	Auto Scrubber Single Disc Wet & Dry, Dust Controller.
3	Door & Door fixtures Cleaning	-	Damp Wiping	Deep Damp Cleaning. Brass Polishing	-	-
4	Floor Carpet, Machines, Equipments, Computer Key board, printer, furniture & fixtures partition walls, windows, notice boards, flower vases & pieces of decoration and other materials available in the Institute buildings and removal of cob-webs			With Vacuum cleaner		Vacuum cleaner

5	Garbage Collection & Disposal	-	Removal of Garbage and disposal of the garbage as directed by Engineer in charge. The Disposal of garbage will be done through tractor.	Washing of Dustbins	-	-
6	Toilets & urinals , bathrooms , washbasin Toilet Cleaning	-	Pressure washing with High Pressure Jet Provisions of soap or liquid soap in the toilets and placing sufficient quantity of naphthalene balls/cakes in the urinals	-	-	High Pressure Jet
7	Furniture Cleaning	-	Damp Wiping	Vacuum Drying	-	-
8	Window Glesses	-	Washing & Drying	-	-	Glass Cleaning Kit
9	Outer area cleaning like roads, footpath, surrounding open area, drainage, roof tops	-	Sweeping with Manual Sweeper	-	Drainage roofs	Manual sweeper
10	Main Roads	-	Sweeping with road sweeping machine	-	-	Road sweeping machine

NOTE:

- i.** Suitable number of female cleaners should be deployed for taking care of cleaning works of ladies toilets and ladies rooms. Only male workers should be deployed to clean the Gent's toilets in the premises. The toilets should be cleaned every day with utmost care.
- ii.** The choking of the sanitary installations e.g. W.C.'s Traps, Bottle Traps, and Gully Traps etc. is to be cleared within 24 hours of noticing the complaint.
- iii.** The contractor shall submit daily cleaning report/chart signed by authorized person at every point/area.
- iv.** The timing of the workers is from 7:00 AM to 4:00 PM including one hour lunch. Some of the workers should be available in odd hours as per the requirement of site or officer in charge.

**Requirement of equipments for cleaning (All the cleaning equipments should be of make Eureka Forbes, Taski, Comac or Nilfrisk Make only).**

S No.	Model	Quantity
1	Auto Scrubber Drier	2
2	Auto Scrubber ride on	2
3	High Pressure Jet	2
4	Single Disc	2
5	Wet & Dry Vacuum Cleaner	2
6	Wringer Trolley	5
7	Glass Cleaning Kit	4
8	Spider Kit	1
9	Ladder	2
10	Garbage Rickshaw	10
11	Spade	10
12	Khurpi	10
13	Grass Swards	10



## SCOPE OF WORK

Minimum requirement of Consumable Materials for cleaning (All the cleaning material should be of make Eureka Forbes, Taski, Comac or Nilfrisk Make only).

S.No	Name of Chemicals & Consumables	Quantity	Unit / Month
1	Odonil	200	Nos
2	Naphthalene ball	20	KG
3	Hard Broom	110	Nos
4	Soft Broom	55	Nos
5	Compound Broom	55	Nos
6	Dry Mop	110	Nos
7	Dry Mop Refill	110	Nos
8	Wet Mop	110	Nos
9	Wet Mop Refill	110	Nos
10	Duster Checked	220	Nos
11	Duster Yellow	220	Nos
12	Floor Duster	110	Nos
13	Scotch Brite	110	Nos
14	Spray Can	110	Nos
15	Toilet Brush	55	Nos
16	Wiper	55	Nos
17	Hard Brush	10	Nos
18	Glass Wiper	10	Nos
19	Feather Brush	20	Nos
20	Bucket & Mug Set	8	Nos
21	Brasso	4	Nos
22	Taski R1 Bathroom Cleaner (or equivalent of preferred make)	5	5 LTR Can
23	Taski R2 Multi Purpose Cleaner (or equivalent of preferred make)	5	5 LTR Can
24	Taski R6 Toilet Cleaner (or equivalent of preferred make)	10	5 LTR Can
25	Cleanzo Floor Cleaner (or equivalent of preferred make)	10	5 LTR Can
26	Taski R3 Glass Cleaner (or equivalent of preferred make)	3	5 LTR Can
27	Taski R 9 Hard Water Cleaner (or equivalent of preferred make)	2	5 LTR Can
28	Taski Spiral Floor Cleaner (or equivalent of preferred make)	4	5 LTR Can
29	Hand Wash	120	Nos
30	Room Freshener	30	Nos
31	Red Pad	10	Nos
32	White Pad	10	Nos
33	Tissue Box	50	Nos
34	Towel Paper ( Tork Metic Hand Towel 280 Mtr)	50	Nos
35	gloves and mask for safety	55	Nos.
36	Shoes	Each staff	As per requirement

**Note: The requirement of Manpower Machine, Tolls and material are tentative. Bidders must survey the site to check the actual requirement and quote the rates accordingly.**

(Letter head of tenderer)

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERTAKING AND DECLARATION**

To

**The Registrar**

Malaviya National Institute of  
Technology, Jaipur – 302017

Ref: Invitation for Tender No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned & attached separately as at Annexure-5A
8. We understand that MNIT Jaipur may divide the work amongst the successful bidders who match with the L-1 price.

Yours sincerely

**Authorized signatory of the Tenderer**

**(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)**

**Full name and Designation**

(ON LETTERHEAD OF THE FIRM)

**TENDER FOR HOUSEKEEPING AND SANITATION CONTRACT AT  
MNIT-JAIPUR**

**Detailed Particulars of the Tenderer**

Sl. No	Particulars	
1.	Name of Agency/ Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Proprietor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Labor License No.	
14.	Volume of business in the FY	2020-2021
		2021-2022
15.	Volume of business in previous financial years with MNIT-Jaipur (if any)	2020-2021
		2021-2022
16.	Past experience in similar business(enclose relevant documents/order copies of other organizations)	
17.	Income Tax clearance certificate	
18.	Materials, machinery and methods proposed for executing the work ( attached as per annexure – 4, 4A & 4B)	

**Signature of Tenderer**

**FORM FOR FINANCIAL CAPACITY****DESCRIPTION**

Description	Financial Years		
	2018-19	2019-20	2020-21
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

**Signature of Tenderer**

## MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY, JAIPUR

**“TENDER FOR HOUSEKEEPING AND SANITATION” CONTRACT FOR  
ACADEMI (INSTITUTIONAL) AREA OF MALAVIYA NATIONAL  
INSTITUTE OF TECHNOLOGY, JAIPUR**

**PRICE BID / QUOTED PRICE FORMAT**

**[Should only be submitted in the Price-Bid cover separately. Not to be enclosed with the  
Techno-commercial bid]**

Tender Inviting Authority: REGISTRAR, MALAVIYA NATIONAL INSTITUTE OF TECHNOLOGY JAIPUR – 302017

Name of work: TENDER FOR HOUSEKEEPING AND SANITATION CONTRACT FOR ACADEMIC (INSTITUTIONAL) AREA AT MNIT JAIPUR (should only be submitted in the price-bid cover and not to enclosed with the Technical bid)

Tender Notice No. ... Tender Notice No.: **F5(3115) ST/MNIT/Estate/2022** Date: **26.07.2022**

Name of the bidder /Bidding Firm/Company : .....

**Price Schedule**

(Domestic Tenders- Rates are to given in Rupees (INR) only)

(This template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Number	Text	Number	Text
Sr. No.	Particulars	Basic Rate in rupees without GST but inclusive of all other taxes and charges per month in Rs. .... P.	Total Amount in words
1	Unit price per Sq.m. (Square meter) per month with supply of Detergent/Phenyl/chemical/all consumable and including all other charges and charges as mentioned in tender documents for PART-A AREA	0.00	
2	Unit Price per sq.m. (square meter) per month with supply of Detergent/ Phenyl/Chemical/all consumable and including all other charges and charges as mentioned in tender documents for PART-B : AREA	0.00	
	Total	0.00	

Note:

- The quoted price in tender documents shall be constant through out the contract period.
- The quoted unit price shall be taken upto two decimal for monthly bill calculation and after multiplication with area, shall be rounded off to a rupee.
- For the award of contract, financial bid evaluation shall be done on overall L1 Price basis (viz. L1= quoted amount for PART –A Area + PART-B Area).

## GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means Malaviya National Institute of Technology Jaipur. (in short-MNIT, JAIPUR)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Jaipur or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **NIT** means Malaviya National Institute of Technology, Jaipur represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, and Warden, HOD of NIT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.

13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno-commercial part, price bid part.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

## **B. RESPONSIBILITIES OF NIT OFFICIALS**

20. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to relive the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

## **C. ASSIGNMENT AND SUB-CONTRACTING**

21. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Engineer.
22. The contractor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

## **D. CONTRACT DOCUMENTS**

23. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
24. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

## **E. GENERAL OBLIGATIONS OF THE CONTRACTOR**

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all



his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.

- b) **Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Jaipur or it is found that the contractor
- I. has abandoned the contract or
  - II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or ,
  - III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
  - IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,
  - V. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then NIT may after giving 7 days' notice in writing to Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on NIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However on happening of any eventualities as per above sub clause (I) to (V) the NIT shall be at discretion to terminate the contract by giving 7 days' notice and the contract shall stand/ terminated w.e.f. the 8<sup>th</sup> day from the date of issue of notice .In any of the eventualities mentioned above in a) to e), NIT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by sale of the said plants and machineries, equipment.

- c) **Illegal gratification , breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8) , if any bribe

gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

- d) **Cartel**: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)
- e) **Final Certificate**: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
- f) **Notice**:
- i. **Service of notice on contractor**: Any notice given to the Contractor under the terms of the contract shall be served or the Engineer or his representative by registered post / courier to or by hand or it's registered office or at the Contractor's site office.
  - ii. **Service of notice on NIT**: Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post /courier at the office of registrar NIT Jaipur-302017.
  - iii. **Change of address**: Any change of address of the contractor shall immediately be notified to the Engineer /Rep. of NIT.
- g) **Safety**:
- i. The contractor will be responsible to ensure safety of the people working under them.
  - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
  - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- i) **Policing of the work**: Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or

illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

j) **1. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

**2. Legal compliance:** the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

- a. Payment of wages Act. (Linked to Govt. of India)
- b. Minimum wages Act. (Linked to Govt. of India)
- c. Maternity benefit Act. (Linked to Govt. of India)
- d. Shops & commercial establishment Act.
- e. EPF Act. (Linked to Govt. of India)
- f. ESI Act. (Linked to Govt. of India)
- g. Contract labour (R&A) ACT (Linked to Govt. of India) & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

k) The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.

l) Order on one or more than one parties may be place on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond Will be decided by NIT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order /contract is not finalized from the present tender.

m) **ARBITRATION:**

- a.) **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract , except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996 , and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation by a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.
- b) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NIT Jaipur.

Upon receipt of notice for arbitration, Director NIT shall support three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate within fifteen days from the date of intimation of the three names then Director NIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- c.) The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at

Jaipur, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

**d.) Work to continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

n) **AMENDMENT:**

Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or its duly, authorized representative.

o) **JURISDICTION:** the competent court at Jaipur shall have the exclusive jurisdiction upon any matter arising out of this contract.

**SPECIAL CONDITIONS OF CONTRACT****A. ADDITIONAL SCOPE OF WORK:**

1. General sweeping, cleaning, mopping and maintenance of all floors, corridors, offices including furniture, labs, classrooms, staircases, lift (elevator) and some centralized facilities of academic and administrative departments/ offices, at least twice daily with brooms, mops and non-corrosive liquid cleaner or detergent etc. Mopping and drying the floors should be done at regular intervals during office hours.
2. All surfaces must be cleaned and maintained stain free by regular cleaning and scrubbing using non-metallic soft scrubbers. (E.g. cloth, nylon or microfiber cloth) and non-corrosive detergent or soap. Electric motor driven scrubbing machines will be used wherever feasible. All vertical surfaces, roofs and windows must be cleaned regularly. High reach areas and roofs must be cleaned properly using high access pole brushes and duster.
3. All floors, corridors and staircases are to be cleaned using good quality soap/detergent and mopping. Corners or dirty places if any may be scrubbed using plastic hand scrubber. The floors are to be wiped dry. Use of any type of phenol or acidic solution is strictly prohibited on the vitrified tile tops or granite floors.
4. Sweeping, cleaning and maintenance of toilets, floors, doors, windows, cisterns, wash basins, latrines, urinals and every other items within a toilet room.
5. Maintenance of water supply and plumbing system within the toilet areas of all administrative and academic departments/buildings or have a contract with a self- employed plumber/plumbing contractor whose name & contact details should be informed to the Institute.
6. Cleaning of toilets continuously during the day, at least twice a day with good quality phenol, detergents, disinfectants etc. Maintaining the toilet floors dry during office hours. Cleaning of window and window sills of all toilets with proper cleaner and wiping with microfiber cloths. Other surfaces in the toilets like walls, roofs, pipes, mirrors etc. are to be cleaned & maintained dust free. Taps and flushing system of all toilets are to be checked regularly and at regular intervals during the day. Wash basins, urinals, are to be cleaned with proper cleaning liquid of approved brand. Providing phenol, detergent, naphthalene balls, air purifier, toilet paper roll, liquid soap, air fresheners, etc. on daily basis. All drains must be cleaned & unwanted materials to be removed to ensure smooth discharge of waste water.

7. Broken taps, valves, stop cocks, pans, plastic pipe of wash basins etc. and other plumbing accessories when spotted must be changed promptly within 24 hours.
8. Any case of damage or malfunctioning of the toilet and bathroom accessories (taps, valves, stop corks, plastic drainage pipes etc.) when spotted must be recorded in an appropriate register, provided by the Institute. The same must be duly certified by the PIC/OIC or Maintenance Engineer, after which new accessories may be bought accordingly for replacement / repair.
9. All workers must be trained to report any defective taps, valves or any other defect and the contractor shall take remedial measures for immediate repair/replacement of the same as per the approved procedure of the institute. Whereas major maintenance works are to be done by the Institute.
10. All the cleaning appliances and accessories must be supplied by the Contractor for execution of contract.
11. Machines generally used for this purpose are hot & dry vacuum cleaner, floorscrubber, high pressure water jet etc. Machines must be procured by the firm.
12. Labs equipped with valuable equipment / machines should be cleaned with utmost care. Delicate and costly machines should be used for dust free environment.
13. The job to be executed as per the Instruction of the Faculty/Officer-In-charge designated by the Institute.

**B. OTHER TERMS & CONDITIONS:**

1. The contractor after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure cleanliness as per frequency indicated in the contract.
3. The contractor while discharging, its aforesaid of responsibility shall carry out the instructions of Officer In-charge/ Engineer from time to time.
4. The MNIT, Jaipur shall provide storage space for the agency/firm/contractor at a suitable place inside the academic and administrative buildings. The agency/firm/contractor shall ensure that all the cleaning tools/tackles along with required consumables etc. are kept at the appropriate place, specified for the purpose, as provided by the Institute.
5. The waste materials if any, collected during the cleaning shall be disposed off at the designated place.
6. Utmost care is to be taken while cleaning to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the

cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the MNIT, JAIPUR, which shall be recovered from the bills accrued to the agency/firm/contractor.

7. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the hall premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of the Registrar's office is prohibited.
8. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside academic and administrative buildings. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
9. Payment will be made/ released on monthly pro-rata basis to the agency/firm/contractor during the preceding month based on the certification by concerned official of the Institute.
10. The assets and equipments provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipments. On termination/ expiry of contract. Any such property shall be handed over to the Institute in proper working condition.
11. On any special occasion, if any additional area is required to clean then firm must provide cleaning facility for such desired area with extra charges at the rate of '(quoted rate per sq. m. per month for Part-A area or Part-B area/ 30) per sq. m. per day'. Quoted rate for Part-A area or Part-B area shall be separately applicable based on desired area need to be clean.



### **C. LIQUIDATED DAMAGES**

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for **liquidated damages and the quantum of penalty/LD shall be decided by the concerned dealing officer/competent authority of the Institute**, subjected to a **maximum limit off 10% of the monthly bill**.

However, Monitoring Committee/Designated Dealing Officer of the Institute reserves the right to impose additional penalty and the same will be decided by the appropriate Committee, which will be binding to Contractor/Firm.

### **D. RISK AND COST**

1. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the MNIT, JAIPUR at the risk and cost of the agency/firm/contractor through alternate source.
2. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

### **E. PAYMENT TERMS:**

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid against bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his laborers' contribution towards PF and pension with his jurisdictional RPF commissioner, equipments to all his workers and also proof of payment of wages to his workmen shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque/ electronic mode within 30 days from the date of clear invoices and PF documents and any other document by the contractor. For this purpose the contractor should give the details of the name of the bank, branch and account no. before submission of the first R.A bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.

- iv. Payment shall be regulated as per terms of contract.
- v. The contractor shall observe necessary formalities for engagement of trucks if required, measurement of truck body, loading pattern, issue and admission of challan if required in terms of contract.
- vi. Deduction of applicable taxes will be made including TDS & Certificate will be issued by finance & accounts department for such deductions.
- vii. **The copy of challan separate for MNIT Jaipur (GST, EPF and ESI deposit etc. ) need to be submitted by the Contractor at the time of producing monthly invoices for payment.**

**F. WORK TO THE SATISFACTION OF NIT:** The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the contractor is free to deploy his manpower male or female as the case may be.

**G. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of ..... , a sum equivalent to 3% of the accepted contract value in favour of **Registrar MNIT Jaipur** payable at Jaipur.

Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

The Bank Guarantee can be forfeited by order of the competent authority of the Client in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

- a) If the contractor is called upon by the competent authority of the client to deposit Security and the contract or fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

## H. SIGNING OF CONTRACT AGREEMENT

The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed. The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

- I. INDEMNITY- The contractor shall indemnify MNIT, JAIPUR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To

The Registrar MNIT  
Jaipur JLN Marg,  
Jaipur-302017

WHEREAS M/s....., having its office at .....

(hereinafter referred to as the "Contractor") which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in pursuance of

the Purchase Order No. ----- dated -----has undertaken for supply of----- (hereinafter referred to as the "Contract"). To the Malaviya National Institute of Technology Jaipur (hereinafter referred to as the "Purchaser")

AND WHEREAS it has been stipulated by you in the said contract that the "Supplier" shall furnish you with a bank guarantee by a Nationalized Bank including SBI for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the "Supplier" such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor 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 (Rupees 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 Supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier 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

(Signature of the authorized officer of the Bank)

.....

Name and Designation of the Officer

.....

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

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Note:

1. PBG should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligation.
2. PBG Should be from a schedule commercial bank operating in India as approved by RBI.
3. In case of the Foreign Banks (for Foreign purchase only) the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India.
4. It should be send directly by the banker of the vendor to MNIT Jaipur.

*Articles of Agreement*

CONTRACT AGREEMENT NO..... DATED .....

5.13 THIS AGREEMENT is made on .....between Registrar, Malaviya National Institute of Technology Jaipur -302017 (hereinafter referred to as “Client” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose office is at J.L.N.Marg Jaipur-302017 of the One Part,

AND

**M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.**

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for “availing manpower services at its office under Tender No. ....

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected M/s... as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on ..... for a total sum of..... [Rupees..... Only].

IV. AND WHEREAS the Client desires that the manpower services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the manpower services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing manpower services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII AND WHEREAS the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill

VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) The Letter of Acceptance (LoA) issued by the Client.
- (b) Notice to Proceed (NTP) issued by the Client
- (c) The complete Bid, as submitted by the Contractor.
- (d) The Addenda, if any, issued by the Client.
- Any other documents forming part of this Contract Agreement till date.  
(Performance Bank Guarantee, Bank Guarantee)
- (e) Charges – Schedule annexed to this Article of Agreement
- (f) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

**VII. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.**

Signed on behalf of the Contractor  
on Behalf of Office of the DG, ASI

Signed

(Authorised Signatory)

# Institutional Academic Cleaning area Map

