

भारतीय विदेश ब्यापार संस्थान INDIAN INSTITUTE OF FOREIGN TRADE

आई.आई.एफ.टी. कोलकाता परिसर के लिए शैक्षिक एबं आवासीय भवन EDUCATIONAL AND RESIDENTIAL BUILDING FOR KOLKATA CAMPUS OF IIFT

आवास सेवाओं के लिए निविदा पत्र TENDER DOCUMENT FOR PROVIDING HOUSEKEEPING SERVICES

Through Quality and Cost Based Selection (QCBS)

निविदा पत्र TENDER DOCUMENT

अनुबंध की शर्त CONDITION OF CONTRACT

<u>निविदा संदर्भ संख्या / TENDER REF. NO.:</u> IIFT (K)/TENDER/HKS/2020-21 <u>दिनांक / DATED:- 19/02/2021</u>

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

<u>निविदा संख्या</u> /Tender No.: IIFT (K)/TENDER/HKS/2020-21 दिनांक / DATED:- 19/02/2021

Sub.:- Details related to tendering of Housekeeping Services in IIFT Kolkata Centre.

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Section Officer Indian Institute of Foreign Trade Kolkata Centre

SECTION - 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107

<u>निविदा संख्या</u> /Tender No.: IIFT (K)/TENDER/HKS/2020-21 दिनांक / DATED:- 19/02/2021

1.0 Sealed tenders in Single Stage Two Envelope method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the Director IIFT for undertaking following works:

SI. No.	Name of the Item / Work	Estimated Cost
1.	Providing Housekeeping Services at IIFT Kolkata Centre.	Rs 72,00,000/-

2.0 Time Period:- One Year

- 3.0 Purchase of Tender Document:- Tender document can be obtained from Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata 700107 on payment of Rs 1,180/- from 19/02/2020 onwards. The tender document can also be downloaded from IIFT website www.iift.edu / www.eprocure.gov.in
- 3.1 The bidders downloading the tender document are required to submit the tender fee amounting to Rs.1,180/- (Rupees One Thousand One Hundred Eighty only) through DD / Banker's cheque along with bid, failing which the tender bid shall be left archived unopened / rejected. The DD / banker's cheque shall be drawn from any Nationalized / Scheduled Bank in favour of "Indian Institute of Foreign Trade" and payable at "Kolkata".
- **3.2** The tender documents shall be issued free of cost to NSIC / MSME registered bidders on production of requisite proof in respect of valid certification from NSIC / MSME for the tendered item / services.

4.0 Eligibility Criteria:-

a) The bidder should have satisfactorily completed similar work (work of Housekeeping Services) during last three year as detailed below :

 ONE similar work of aggregate cost not less than 80% of estimated cost i.e. Rs. 57,60,000/- each or more from any Departments / Autonomous Institutions / Public Sector Undertakings of the Government of India / State Government or Public Sector Banks or private organization.

OR

 TWO or more similar works of aggregate cost not less than 50% of the estimated cost i.e. Rs.36,00,000/- each or more from any Departments / Autonomous Institutions / Public Sector Undertakings of the Government of India / State Government or Public Sector Banks or private organization.

OR

- iii) THREE or more similar works of aggregate cost not less than 40% of the estimated cost i.e. Rs.28,80,000/- each or more from any Departments / Autonomous Institutions / Public Sector Undertakings of the Government of India / State Government or Public Sector Banks or private organization.
- b) The bidder should have a valid PAN.
- c) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

- d) The bidder has to register himself / herself / itself within one month of award of work with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts, if not already registered.
- 4.1 The experience certificate should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority. The Certificate should be signed / issued by the authority not less than the "Gazetted Officer / Manager" rank officer for Govt. / semi govt. / PSU / Private organizations and should be supported by "TDS" certificate, if issued by authorities of private organizations.
- **4.2** The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
- 4.3 The evaluation and comparison of firm(s) shall be based on quality & cost based selection (QCBS). The final score shall be arrived by adding technical & financial score with respective weightages (50% for technical & 50% for financial). The bidder obtaining the highest combined weighted technical and financial score will be considered for work order. The procedure for technical & financial evaluation is as under:

(a)Technical evaluations: The firms fulfilling eligibility criteria only shall be considered for technical evaluations. The technical evaluation shall be based on following parameters:

(i) Experience of providing services to IITs / IIMs/any educational institute of similar repute. Mere submission of work order won't suffice hence a completion certificate of fulfilment of work with adherence to statutory obligations should be submitted– 25 marks.

(ii) Annual turnover of providing similar services- 10 marks

(iii) Evaluation on the basis of Cleaning Equipments-Mop Wringler Trolley, Janitor's trolley, Caution Sign Equipments, Electric Cleaning Equipments-Box Sweeper, vaccum cleaner, polishing machine, scrubbing machine.-15 marks

A presentation featuring the company's complete work profile along with the above parameters should be presented before the Contract Committee of IIFT, Kolkata Centre. The duration of the presentation should not be more than 10 minutes.

(b) Financial evaluations: The financial bids of only those bidders shall be considered who secure 60% and above marks in technical evaluation. The maximum financial score of 50 will be given to lowest bidder and other eligible firm given financial scores that are inversely proportional to their prices with respect to the lowest offer.

- **5.0** The bidder has to submit of "**Bid Security Declaration**" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- 6.0 Submission of Tender bids:- The tender should be submitted as detailed below:-

Envelope-1: Comprising of EMD and tender document with all relevant papers duly signed. The envelope

should be super scribed as "Technical Bid for Providing Housekeeping Services".

Envelope-2: Comprising of Price Bid. The envelope should be super scribed as "**Price Bid for Providing Housekeeping Services**".

Envelope 1 & Envelope 2 shall be enclosed in a big envelope super scribed as "Tender for Providing Housekeeping Services" should be submitted to the Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata - 700107".

- 7.0 Date & Time of Submission of Tender bids:- 10/03/2021 at 11:30 hrs.
- 8.0 Opening of Tender bids:
- **8.1** The Tender shall be opened in the presence of intending tenderers or their authorized representatives, who choose to attend, at time & specified date.
- 9.0 Date & Time of Opening of Tender Bids:
- 9.1 Technical Bid:- 10/03/2021 at 12:30 hrs. and presentation starts from 1.00p.m.(duration of presentation -10mins wherein the vendors may be required to submit the soft copy)
- 9.2
- **9.3** Financial Bid:- The date will be intimated later on to the responsive bidders only.
- **10.0** Tender bids received after due date & time will not be accepted.
- **11.0** Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.

- **12.0** The purchaser reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.
- **13.0** The bidder shall furnish a declaration in his letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- **13.1** In case of any correction / addition / alteration / omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- **14.0** The supplier has to indemnify IIFT against loss of input tax credit on account of Black-listing of supplier during tenure of contract.
- **15.0** IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by supplier.
- **Note 1:** If date fixed for sale / submission opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for sale/submission/opening shall be on next working day, time and venue remaining unaltered.
- **Note 2:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.
- Note 3: All computer generated documents should be duly signed / attested by the bidder / vendor organization.

Date & Time of Site Inspection and Pre-bid Meeting :- 01/03/2021 at 11:30 hrs.

Section Officer Indian Institute of Foreign Trade Kolkata Centre Tel. No.: (033) 2419 5700 / 5900 Fax: (033) 2443 2454 E-mail: sokol@iift.ac.in

SECTION - 2

TENDER INFORMATION

- 1. Type of tender:
 - a) Single Stage Two Envelope system.
 - b) Technical & Financial bid to be submitted to Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata 700107.
- 2. Bid Validity Period / Validity of bid Offer:- 90 days from the tender opening date.

3. The bid is invited in single stage two envelope systems:

- 3.1 Techno-commercial envelope, shall contains following documents:
 - a) Experience certificate.
 - b) Copy of PAN
 - c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - d) Bid Security Declaration
 - e) DD / Bankers cheque Details of Tender Documents Fee in case of downloaded.
 - f) Tender document.
 - i) Bidder's Profile & Questionnaire duly filled & signed. (Section 8)
 - ii) Near-Relation Certificate duly filled & signed. (Section 6B)
 - iii) Undertaking & declaration duly filled & signed. (Section 6A)
 - iv) Documents (self-attested) stated in Clause-9 of Section-4. Viz;
 - a) Valid NSIC / MSME certificate, if any.
 - b) Certificate of incorporation, if any.
 - c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
- 3.2 Financial envelope shall contain Price Schedule. (Section-9 Part B (Table A))

Note 1: First techno-commercial bid and the presentation will be evaluated by TEC. The financial bid of only responsive bidders shall be opened.

Section Officer Indian Institute of Foreign Trade Kolkata Centre

SECTION – 3

SCOPE OF WORK

IIFT campus comprises of an administrative block, one academic block, three hostels and one faculty block with 70 regular faculty, officers, staff and support personnel provided by outsourced service agencies. The Institute offers residential accommodation to around 460 students in three hostel blocks located in the campus.

The cleaning and sweeping staff and their supervisors will be required to report for duty daily at 7:00 a.m. and will remain on duty till 5:30 p.m. In special circumstances, the staff provided by the agency may be required to perform duty before and after normal working hours indicated above and also on holidays, in connection with the Institute's various activities and functions organized from time to time.

• DUTIES AND RESPONSIBILITIES OF THE HOUSEKEEPING STAFF AT IIFT CAMPUS:

DAILY

- Sweeping and vacuum cleaning, mechanically brooming of the entire floor area of approximately 34,212 sq. mtr. and collection of all the waste material (to be disposed off later on issue of gate pass as per instructions of the Institute) before opening of office. The firm will also responsible to keep cleanliness and maintain all sewer lines in order.
- 2. Cleaning of the floor area with scrubbing machine and wet floor dusters by disinfectants etc., once in the morning before opening of office and thereafter every 2-3 hours, in the common areas like corridors, staircases, conference rooms, board room, reception, etc. or as per requirements from time to time.
- 3. Cleaning of toilets at least thrice daily (at 8:30 AM, 12:00 Noon & 3:30 PM) with phenol and detergent etc and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- 4. Cleaning of corridors staircases and common area with phenol in the morning and with plain water continuously.
- Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent. Moping of floors with phenol.
- 6. Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
- 7. Cleaning of chokage in sewer and pumping lines within premises as and when required.
- 8. Cleaning gulley trap and manholes within and surrounding of premises as and when required.
- 9. Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
- 10. Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
- 11. Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
- 12. Cleaning of lift walls with silver/brass liquid cleaner.

- 13. Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Make.
- 14. Cleaning and washing of toilets by using deodorants and detergents and disinfectants, spray of finit, etc. thrice a day with signatures of the service to be maintained by agency chart.
- 15. Filling up of water in room coolers, storage tanks, etc.
- 16. In case of shortage or non-availability of water, bringing water from the water tank or from outside for cleaning as well as for drinking purposes.
- 17. Physical arrangements for different programmes organized within the premises of the Institute including shifting of office furniture, office equipment, etc. In case of need, the agency will be required to provide manpower on holidays and before/after office hours also in connection with the activities of the Institute.
- 18. Sweeping and cleaning of open area, roads, passage, etc. within the boundary wall and just outside the parking place.
- 19. Any other duties assigned by the Institute from time to time during office hours.

DUSTING/CLEANING

- 20. Regular dusting/cleaning of all office furniture and equipment, telephones, ash trays, etc. before opening of the office on working days.
- 21. Providing good quality liquid soap in toilets and placing of sufficient quantity of naphthalene balls and odonil cakes in urinals as per requirement. At no time, the liquid soap dispensers should be kept empty.

WEEKLY

- 1. Washing and scrubbing of floor areas.
- 2. Cleaning of sanitary wares without spoiling/damaging their shine and condition.
- 3. Cleaning of brass letters by brasso (polish).
- 4. Cleaning of floors and walls in toilets/rooms, corridors with chemicals, automatic mopper/scrubbing machine to be used at least once in a week.
- 5. Removing stains from floors and particles by using surf or any other suitable cleaning agents as are found necessary without leaving any undesirable stains or post cleaning marks, removing of cob webs, etc.

JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

- 1. Polishing of brass items with approved brass cleaning material.
- 2. Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- 3. Dusting of false ceiling etc. with soft broom and cloth.

- 4. Cleaning of sofa sets with soap water / vacuum cleaners.
- 5. Washing and cleaning of driveways, parking areas and roads within the office premises.
- 6. Lift lobby and toilets floors and other areas, as may be directed by Officer-in-charge, shall be cleaned with floor scrubbing machine.

JOBS TO BE CARRIED OUT ON MONTHLY BASIS

- 1. All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- 2. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

SUPPLY OF MATERIAL AND CONSUMABLES:

All materials/consumables other related item is to be provided by the Agency has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at IIFT on fortnightly basis. The stores are to be replenished at least 5 days in advance. The contractor shall not be permitted to stop supplying any item for any reason. Payment for consumables will be made as per actual, which may vary in accordance to requirement.

CLEANING OF ELECTRICAL & SANITARY FITTINGS

- 1. Periodical cleaning of all electrical fittings such as tube lights, power points, main switch boards, fans, coolers/air conditioners, plus & switches, and also carpets, book cases, library books, filing cabinets, almirahs, etc. and sanitary fittings in the toilets and pantry.
- 2. Cleaning sanitary fittings include choked drain water pipes and replacing defective minor parts. New parts, wherever required, will be provided by the Institute.

AREA COVERAGE FOR HOUSEKEEPING SERVICES

All open and covered area within the boundary of the IIFT, Kolkata will be in the scope of housekeeping services to be provided by the contractor.

Total Plot Area	Approx 27500 Square metre
Total Built-up Area	Approx 7103 Square metre
Total Floor Area	Approx 34212 Square metre

BROAD DETAILS OF SCOPE OF WORK:

1. Cleaning, sweeping, moping and wiping of floors, staircase on daily basis from Monday to Friday or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7:00 AM so as to complete all the dusting/ cleaning/ moping work before 9:00 AM.

- 2. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
- 3. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
- 4. Lifting, carrying and disposing the dead birds, animals, rats, insects etc. if found in and around the office building.
- 5. Clearing of any choking's in the drainages, manholes etc.
- 6. Removal of beehives and cobwebs/honey webs from the office building and its premises.
- 7. Cleaning and sweeping of open area including balconies and roof tops with brooms.
- 8. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to IIFT.
- Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be countersigned by the IIFT officer-in-charge at regular intervals and finally at the end of each month.
- 10. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by IIFT.

WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by <u>Kolkata Municipal Corporation</u>.

MANPOWER REQUIRED:

MANPOWER

SI. No.	Manpower description	Number	Shift
1	Sweepers	38	01
2	Supervisor	2	01

* The main shift will be from 7:00 a.m to 3:30 p.m where the manpower requirement is maximum (around 25). Two more shifts viz. from 12:30 p.m. to 9:00 p.m. and 9:00 p.m. to 5:30 p.m. (may vary slightly) will be there, where 2-3 manpower will be required.

* The manpower to be provided everyday (Monday to Sunday).

* The man power requirement is an indication for the job requirement however the contractor may use more or less manpower according to their requirement for successful conduct of the daily work only after due approval of the Institute (IIFT).

SECTION - 4

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- (a) "The Purchaser" means the Indian Institute of Foreign Trade (IIFT), Kolkata.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods / services under the contract.
- (d) **"The Goods / Services"** means all the equipment, machinery, and / or other materials / services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

2.1 Kindly refer to Clause 4 of Section – 1 i.e. NIT.

3.0 COST OF BIDDING:

3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED:

- **4.1** The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- **4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 21 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- **5.2** Any clarification issued by IIFT in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

- **6.1** The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- **6.2** The amendments shall be notified in writing by FAX or E-mail to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- **6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security Declaration in accordance with Clause 11.

8.0 BID FORM:

8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods / services to be supplied, brief description of the goods / services, their quantity and prices as per Section- 9.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- **9.1** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:
 - (a) Valid NSIC / MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category, proof in this regard also need to be submitted.
 - (b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.
 - (c) Power of Attorney as per Clause 13.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 13.3 (b) or (c).
 - (d) Certificate of incorporation.
 - (e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

10.0 DOCUMENTS ESTABLISHING GOODS / SERVICES' CONFORMITY TO BID DOCUMENTS:

- **10.1** Pursuant to Clause-7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- **11.0** The bidder has to submit of "<u>Bid Security Declaration</u>" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- **NOTE: -** The bidder shall mean individual company / firm or the front bidder and its technology / consortium partner, as applicable.

12.0 PERIOD OF VALIDITY OF BIDS:

- **12.1** Bid shall remain valid for period specified in Clause-2, Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- **12.2** In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.0 FORMAT AND SIGNING OF BID:

- 13.1 The bidder shall submit his bid through sealed envelopes complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- **13.2** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, shall be signed by the person or persons signing the bid.

13.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / Institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's / firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

14.0 SEALING AND MARKING OF BIDS:

- (a) The bid should be submitted as per Clause-3, Section 2 of tender information.
- (b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- (d) The bid should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on below mentioned address (address is given in (e) below). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids sent by registered post or delivered in person shall be delivered up to specified time & date as stated in NIT to "Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107". The purchaser shall not be responsible, if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: The tenders will be opened in the chamber of "Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107" at specified time & date as stated in NIT.

15.0 SUBMISSION OF BIDS:

- **15.1** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-7 of Section-I i.e. NIT.
- **15.2** The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause-7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

16.0 LATE BIDS:

16.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- **17.1** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 17.2 Subject to Clause-19, no bid shall be modified subsequent to the deadline for submission of bids.

18.0 OPENING OF BIDS BY PURCHASER:

18.1 The Tender opening committee of IIFT shall open bids in the chamber of "Section Officer, Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107", in the presence of the authorized representatives of bidders physically present, who choose to attend, on due date and time specified in Clause-9 of NIT (Section-1).

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

- 18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The following information should be read out at the time of bid opening:-
 - (a) Name of the Bidder
 - (b) Name of the item/services
 - (c) EMD amount & validity and acceptability
 - (d) Information in respect of eligibility of the bidder
 - (e) Details of bid modification/ withdrawal, if applicable
 - (f) Name of the item
 - (g) Quantities/prices quoted in the bid
 - (h) Discount, if offered
 - (i) Taxes & levies
- **18.4** The date fixed for opening of bids, if subsequently declared as holiday by the IIFT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

19.0 CLARIFICATION OF BIDS:

- **19.1** To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- **19.2** If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

20.0 CONTACTING THE PURCHASER:

- **20.1** Subject to Clause-19, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- **20.2** Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

21.0 PLACEMENT OF ORDER:

The purchaser shall consider placement of order only to the eligible bidder based on the final score arrived by adding technical & financial score with respective weightages (50% for technical & 50% for financial).

The decision of the Institute in this regard will be final and binding on the participating agencies.

22.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

Purchaser reserves the right to increase or decrease up to 50% of the requirement of services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

23.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

24.0 ISSUE OF ADVANCE PURCHASE ORDER:

- **24.1** The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.
- **24.2** The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A.

25.0 SIGNING OF CONTRACT:

25.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.

26.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 26 & 27 shall constitute sufficient ground for the annulment of the award in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

27.0 QUALITY ASSURANCE REQUIREMENTS:

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

28.0 REJECTION OF BIDS:

- **28.1** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
 - (a) Clauses 11.1, 11.2 & 12.1 of Section-4: The bids will be rejected at opening stage if bid validity is less than the period prescribed in Clause 12.1 mentioned above.
 - (b) Clause 2 & 9 of Section-4: If the eligibility condition as per Clause 2 of Section-4 is not met and / or documents prescribed to establish the eligibility as per Clause 9 of Section-4 are not enclosed, the bids will be rejected without further evaluation.
 - (c) Section-9 Part-B (Price Schedule): Prices are not filled in as prescribed in price schedule.
- **28.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 30.1(a), 30.1(b) of Section-4, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- **28.3** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.
- 28.4 The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder / company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as

possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

28.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

29.0 NEAR-RELATIONSHIP CERTIFICATE:

- 29.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.
- **29.2** The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 29.3 The near relatives for this purpose are defined as:-
 - (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- **29.4** The format of the certificate is given in Section 6 (B).

30.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

- **30.1** The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- **30.2** If any document / paper / certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.
- **31.0** The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.
- 32.0 The bidder should have a registered office in Kolkata.
- 33.0 No separate fee for Uniform will be charged by the vendor nor should it be deducted from the wages of Employees deputed in the Institute. The bidders may quote accordingly. Two sets of uniform and one pair of boots are to be given to each Security guard. One sweater is also to be given during winter.
- 34.0 For any violation of tender terms & conditions, penalty up to <u>Rs.10,000/-</u> may be imposed by the Institute.
- 35.0 The successful bidder should depute a person who shall be the point of contact for all official purposes. The person should be well aware of the tender terms & conditions.
- 36.0 Any vendor who has worked with IIFT and violated any of the tender terms & conditions in past three years are barred from participating in this tender.

SECTION – 5 (PART – A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of Housekeeping Services.

2.0 PERFORMANCE GUARANTEE:

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance guarantee to the purchaser for an amount equal to 3% of the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank, valid for 18 months, in the Performa provided in Bid Document.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

3.0 LABOUR REGULATIONS:

- (a) The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before commencement of the work. A copy of labour licence has to be submitted by him to IIFT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act, 1961, EPF & Misc. Provisions Act 1952 and ESI Act 1948 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him.
- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) During the execution of work, unless otherwise specified the contractor shall at its own cost provide all materials and execute all work necessary for the stability of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- (d) The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or institute and shall post such look out men as in the opinion of the officer-in-charge are required.
- (e) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (f) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his / their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss / damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

4.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:

- (a) The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of IIFT.
- (b) The IIFT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.
- (c) The contractor shall indemnify and hold harmless the IIFT in respect of any claim arising out of the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 6(b) above, including their heirs and assigns, or by third parties.
- (d) For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of IIFT and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- (e) Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the IIFT, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

5.0 RESPONSIBILITY FOR PAYMENT OF WAGES:

- (a) The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- (b) In case the contractor fails to make payment of wages within the prescribed period or make short payment then IIFT shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- (c) The contractor shall fix wage periods in respect of which wages shall be payable.
- (d) No wage period shall exceed one month.
- (e) The wages of every person employed by the contractor shall be paid by "ECS/ Cheque" before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within 48 hours of last working day. All the payments should be made in presence of "Authorized Representative" of IIFT.
- (f) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (g) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of wages act, 1936 (IV of 1936).
- (h) A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to IIFT under acknowledgement.
- (i) The contracting agency will be required to make payment of wages to the staff provided by it at the Institute's campus as per Minimum Wages Act in force from time to time. As and when these wages are revised by the Government, the contracting agency shall accordingly make payment of wages to their workers as per revised rates and claim reimbursement from the Institute accordingly.
- (j) The contracting agency will ensure payment of wages to the staff deployed by it at the Institute's campus by Seventh Day of Every Month, irrespective of the fact whether the payment of its bill submitted to IIFT has been released by the Institute or not by that date. If seventh day of a particular month happens to be a holiday, the agency may be required to make payment of wages to its staff on a working day prior to the seventh day of such month.

6.0 SCHEDULE OF SUBMISSION OF BILLS:

Monthly bill shall be submitted by the end of the following month. Payment will be made within 15 days' time from the date of submission of the bill in duplicate along with necessary documents, complete in all respect i.e. along with all statutory compliance documents and attendance sheet in respect of the person's deployed statutory deduction such as TDS etc. shall be made from the payment due to agency.

7.0 PAYMENTS:

- 7.1 Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- 7.2 Mandate willing to receive e-payments signed by authorised signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement / Contract.
 - (a) Account beneficiary's name.
 - (b) Account type.
 - (c) Account number.
 - (d) Name of the bank.
 - (e) Bank Branch's NEFT code.
 - (f) IFSC code in case of Transfer through RTGS.
- 7.3 All the above particulars which form the essential element of this mandate may be duly verified by Banker of the Vendor.
- 7.4 Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of IIFT.
- 7.5 The contactor will have to submit employee-wise proof of ESI and EPF contribution, of the previous month, as issued by appropriate authority, along with monthly bill. In case bills are not submitted with the above documents, IIFT will not be responsible for delay in payment.
- 7.6 If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed. This is without prejudice to the penalty to be imposed for contractual defaults.
- 7.7 If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated. The HOUSEKEEPING Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs by ECS only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through ECS, the contract will be terminated.
- 7.8 The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/Service Tax Challan/Deployment sheets / Duty Roster / Satisfaction Report duly signed by HoD of the concerned areas, documents in support of salary disbursement through ECS. Workers of contractors should get the wages on the seventh day of each month. The payment of wages shall not be linked to the payment of bill by INDIAN INSTITUTE OF FOREIGN TRADE. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated. The Housekeeping Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs by ECS only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through ECS, the contract will be terminated.

8.0 DEDUCTIONS:

In case the contractor fails to execute / perform the assigned works or part thereof, IIFT shall be authorized to make suitable deductions as deemed fit by IIFT from the bills of the contractor and damages will be charged to the extent of loss.

9.0 PRICES:

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

10.0 SUBCONTRACTS:

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

11.0 DELAYS IN THE SERVICE PROVIDER'S PERFORMANCE:

(a) Start of services and performance of the services shall be made by the bidder in accordance with the time schedule specified by the purchaser in its work order. In case the services are not started in the stipulated time period, as indicated in the Work Order, purchaser reserves the right to short-close / cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.

12.0 LIQUIDATED DAMAGES:

- (a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause 12 (b) below:
- (b) Should the contractor fall to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of Rs.1,000/- (Rupees One thousand only) per day for the delayed period.

13.0 PENALTY CLAUSE:

The contracting agency would be expected to maintain high standards of Housekeeping services.

- a. Any <u>serious lapse</u>* noticed by the said officers/committee members would attract minimum penalty of **Rs 10,000/-** (Rupees ten thousand only) in the first instance.
- b. Any <u>minor lapse</u>^{**} noticed by the said officers/committee members would attract minimum penalty of **Rs.1,000/-** (Rupees one thousand only) in the first instance.

<u>*Serious lapse</u> :- Absent from the post without any prior intimation to IIFT official in charge or engaging in any scuffle by the housekeeping staff which defaces the Institute.

**Minor lapse :- Dereliction of duty by the Housekeeping staff while on post.

"Serious and Minor" lapses are to be decided by the competent authority. It is to be also noted that any loss or damage to the Institute's moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. The value of the loss will be decided by the Institute based on accounting principles/market value. The decision of the Institute in this regard will be final and binding on the agency. Such decision(s) of the Institute shall be binding on the contracting agency.

14.0 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the contractor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.

13.1 When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

15.0 FORCE MAJEURE:

- (a) If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- (b) Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

16.0 EXTENSION OF CONTRACT:

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of Six Months or till an alternative arrangement is made whichever is earlier. Extension beyond Six months on the same rates, terms and conditions will be mutually agreed upon.

17.0 ARBITRATION:

- (a) Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.
- (b) Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Kolkata Centre.

18.0 SET OFF:

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

19.0 COURT JURISDICTION:

Any dispute arising out of the tender / bid document / evaluation of bids / issue of APO shall be subject to the jurisdiction of the competent court at Kolkata only.

SECTION - 5 (PART - B)

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions)

- **1.0** The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- **2.0** The vendor shall make his own arrangement for providing all facilities like boarding and transport etc. for his workers.
- 3.0 The worker on duty will be polite and courteous while dealing with the IIFT Staff or any other persons.
- **4.0** Proprietor / Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 15 days of signing the agreement.
- 5.0 Contractor will keep a close liaison and follow the instructions of Section-in-charge (E&M).
- **6.0** If at any time the IIFT Management decides to dispense away with any part of the work, the same shall be communicated at least two days in advance and the vendor shall comply with same and pro-rata charges shall be deducted by IIFT Management.
- **7.0** The vendor worker should not indulge in any kind of Trade union / Association activities in and around IIFT Campus.
- **8.0** The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of DIRECTOR IIFT or his successor in all such events shall be final and binding.
- **9.0** The Officer-in-Charge or his authorized representative will have the right to inspect work at any time. If he finds that work is not being carried out properly, or if he desires replacement of any worker for short coming in behavior/performance, such instructions given in writing shall be complied forthwith.
- **10.0** Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.
- **11.0** The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 14, Section-5 "Part-A".
- **12.0** If the vendor fails to comply with the job assigned to him or neglects compliance of directions given to him by officer in charge or his authorized representatives the contract may be terminated by IIFT.
- **13.0** The vendor shall ensure that, the number of Housekeeping staff deployed on any given day to carry out the jobs is not less than the number fixed by the IIFT Management.
- **14.0** The vendor shall ensure that all the employees engaged by him are free from all communicable or contagious, infectious and other diseases.
- **15.0** If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.

- **16.0** If the vendor fails to complete work or any portion thereof assigned to him or neglects to comply with any directions given to him, IIFT shall terminate the contract. In such case the Contractor shall be liable for any expense / loss or damage which IIFT may incur or sustain by failure of Contractors.
- **17.0** The Officer-in-Charge or his representative depending upon the situation and requirement shall decide the deployment of operator in shift.
- **18.0** The vendor has to abide by all the statutory laws regarding labour welfare.
- **19.0 OTHER IMPORTANT INSTRUCTIONS:**

The bidder selected through the tender process has to implement strictly the following Instructions. The deputed in the Institute has to follow as well as implement/ ensure the Do's & Don't's while on duty in the Institution:

DO's

- 1. Keep this INSTRUCTION with you while on duty.
- 2. Always obey and follow the policy of the Institute/department.
- 3. Wear your proper uniform.
- 4. Your uniform should be neat and properly ironed.
- 5. Your shoes should be neat and polished.
- 6. Shave daily/keep beard and mustache trimmed.
- 7. Ensure that you have a proper haircut.
- 8. Wear 'Massar' properly in case uniform is not issued to you.
- 9. Display your identity card on your person while on duty.
- 10. Be punctual.
- 11. Be alert and vigilant.
- 12. Be polite and courteous.
- 13. Be enthusiastic.
- 14. Be respectful to all customers/visitors.
- 15. Be aware of the Institute's locations.
- 16. Greet and reply the greetings in a friendly way.
- 17. Keep yourself healthy and fit.
- 18. Stay calm with an angry customer.
- 19. Deal respectfully with lady customers.
- 20. Know your senior staff.
- 21. Inform your supervisor/superiors about any unexpected or emergency situation.
- 22. Ensure secrecy of Institute's information.
- 23. Make sure you know your duties/responsibilities at every post.
- 24. Proper duty handing over should be carried out.
- 25. Be cooperative and build a good relationship with all.
- 26. Be available and flexible for any Emergency duty.
- 27. Do simple stretching exercises every hour while on duty.
- 28. Keep yourself updated about functional processes and procedures.
- 29. Maintain your cool while speaking over telephone.
- 30. Be aware of the vulnerable areas, threats and emergency exits at your location.

- 31. Ensure that the premises are secure after Office hours.
- 32. Keep a list of important telephone numbers with you.
- 33. Be aware of the actions to be taken in case of any emergency.
- 34. You should know how to frisk and check visitors if required.
- 35. Report any breaches of HOUSEKEEPING to your superior immediately.
- 36. Ensure proper key management.
- 37. Usage of mobile phones may be limited to official calls and bare minimum to personal calls except in case of emergency
- 38. Barriers to be down/gates to be closed when not in use.
- 39. Make sure the first aid box is available in your post and is to be used in an emergency.
- 40. Make sure you know the types of fire extinguishers and how to use them in case of an emergency.

DON'T's

- 1. Do not leave your post unless permitted by your supervisor.
- 2. Do not come to work under the influence of liquor/narcotic substances.
- 3. Do not smoke while on duty.
- 4. Do not chew gum or tobacco while on duty.
- 5. Do not sleep on duty.
- 6. Do not engage in unnecessary conversation while on duty.
- 7. Do not take leave without permission.
- 8. Do not argue with or shout at customers.
- 9. Don't be busy in secondary matters while on duty.
- 10. Don't indulge in rumour mongering.
- 11. Do not use Institute property or services for personal gain.
- 12. Do not entertain your friends/relatives in the guard post.
- 13. Do not listen to music while on duty.
- 14. Do not bring your laptop/electronic devices to the work place.

SECTION – 6

UNDERTAKING & DECLARATION

6(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

(a) Certified that:

- 1. I / We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- 2. If I / We fail to enter into the agreement & commence the work in time, the EMD / Performance guarantee deposited by us will stand forfeited to the IIFT.
- 3. I / We are not blacklisted by GST authorities.
- (b) The bidder hereby covenants and declares that:
- 1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
- If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the EMD / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Signature of bidder
Signature of bluder
Name of bidder
Along with date & Sea
Along with date &

6(B) – <u>NEAR RELATIONSHIP CERTIFICATE</u>

(Format of the Certificate)

"	S/o	R/o	
hereby certifies that none of I	my relative(s) as defined in	the tender document is / a	e employed in IIFT unit as per
details given in tender docu	ment. In case at any stag	e, it is found that the infor	mation given by me is false /
incorrect, IIFT shall have the	absolute right to take any a	action as deemed fit / without	ut any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder Along with date & Seal

SECTION - 7

PROFORMAS

7 (A): For the Performance Guarantee (To be typed on non-judicial stamp paper of appropriate value)

Subject: PERFORMANCE GUARANTEE

	Whereas	INDIAN IN	ISTITUTE	OF FOF	REIGN TRADE	(hereafter I	referred to) as "IIFT") has	s issued an APO
no				Dated .	//2020	awarding	the work	of Providing	Housekeeping
Services	s in IIFT	Kolkata	Centre"	to M/s					, R/o
					(her	eafter referi	red to as	"Bidder") and	IIFT has asked
him to su	ubmit a Pe	rformance	Guarante	e in favo	ur of Director,	IIFT of Rs		/- (hereaf	er referred to as
"P.G. Ar	nount") va	lid up to	//2	0 (hereafter refe	rred to as "\	/alidity Da	ite").	

Now at the	reque	st of the	Bidder,	We					. Bank			Branch
having										(Address)	and R	legd. office
address	as											
(hereinafter	called	the Bank	(") agree	d to g	give this	guaran	tee as	hereinafter	contained	d:		

- 1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
- 2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
- 3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
- 4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement

or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

- 5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
- 6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Indian Institute of Foreign Trade" and payable at "Kolkata".
- 7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place...

Date...

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:
Name of the Bank officer:
Designation:
Complete Postal address of Bank:
Telephone Numbers
Fax numbers
E-mail ID:

7 (B): For Letter of Authorization for Attending Bid Opening Event (*To be typed preferably on letter head of the company*)

Subject: <u>AUTHORIZATION FOR ATTENDING BID OPENING AND PRESENTATION</u>

Signature of the Representative

Name of the Representative

Signature of Bidder/Officer authorized to sign on behalf of the Bidder

Signature of the alternative Representative

Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-8

BIDDER'S PROFILE & QUESTIONNAIRE

(To be filled in and submitted by the bidder)

A) <u>BIDDER'S PROFILE:</u>

- 4. State the Type of Firm: Sole proprietorship / Partnership Firm / Private Limited Company (Tick the correct choice)
- 5. Name of the sole proprietor / partners / Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

6. Name of the person authorized to enter into and execute contract / agreement and the capacity in which he is authorized (in case of partnership / Private Ltd Company):

.....

7. Permanent Account No.:

- 8. Details of the Bidder's Bank for effecting e-payments:
 - (a) Beneficiary Bank Name:
 - (b) Beneficiary Branch Name:
 - (c) IFSC code of Beneficiary Branch:
 - (d) Beneficiary Account No.:

		(e) Branch Serial No. (MICR No.):
9.	Whethe	r the firm has Office / works (i.e. manufacture of the tendered item) in Kolkata. If so, state its Address
B)	QUE	STIONNAIRE
	1.0	Do you think any other detail / material is required to complete the work specified in the specification? Yes / No
	1.1	If Yes, Give details:
	2.0	Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No
	2.1	If Yes, Give details:
	3.0	Suggestion for improvement of the tender document:
		Signature of bidder
Date)	Name of bidder

<u>ANNEXURE – A</u>

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the INDIAN INSTITUTE OF FOREIGN TRADE or in making good any losses damages or expenses hereinbefore mentioned

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being & until the final adjustment of the accounts between the said contractor & the INDIAN INSTITUTE OF FOREIGN TRADE for the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the INDIAN INSTITUTE OF FOREIGN TRADE for the time being or in any Treasury in which they may be lodged by the INDIAN INSTITUTE OF FOREIGN TRADE. In witness where of the said contractor and the said INDIAN INSTITUTE OF FOREIGN TRADE acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of NIT No.: IIFT(K)/TENDER/HKS/2020-21, Dated:- 19/02/2021 forms the integral part of this agreement.

SECTION - 9 (PART - A)

TECHNICAL BID LETTER

To, Section Officer Indian Institute of Foreign Trade (IIFT) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107

Sub.: Tender for "Providing Housekeeping Services in IIFT Kolkata Centre" Ref.: Tender No.: IIFT(K)/TENDER/HKS/2020-21, Dated:- 19/02/2021

With reference to the above mentioned Tender for Providing Housekeeping Services in IIFT Kolkata Centre", we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents;

Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-4, Section-1 of the NIT viz;

- (a) Experience certificate.
- (b) Copy of PAN.
- (c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- (d) Bid Security Declaration
- (e) DD / Bankers cheque Details of Tender Documents Fee in case of downloaded tender.
- (f) Bidder's Profile & Questionnaire duly filled & signed. (Section-8).
- (g) Near Relationship Certificate duly filled & signed. (Section-6B)
- (h) Undertaking & declaration duly filled & signed. (Section-6A)
- (i) Documents (self-attested) stated in Clause 9 of Section-4. Viz;
 - i) Valid NSIC / MSME certificate, if any.
 - ii) Certificate of incorporation, if any.
 - iii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

Yours truthfully,

Signature_____

Date:

Name	
Address	
Telephone	
Seal of the firm	

SECTION – 9 (PART – B)

FINANCIAL BID LETTER

From,

.....

.....

Bidder's Ref: No:, Dated

То

o Section Officer Indian Institute of Foreign Trade (IIFT) Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

Ref.: Your Tender Enquiry No. IIFT (K)/TENDER/HKS/2020-21, Dated:- 19/02/2021

- Having examined the above mentioned tender enquiry document including amendment / clarification / addenda Nos.
 Dated Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
- 2. Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- I/We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening or for subsequently
 extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid
 period.
- 4. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
- 5. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
- 6. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
- 7. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
- 8. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any misdeclaration on invoice by me/us.
- 9. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20	Signature
	Name
	In the capacity of
Duly authorized t	o sign the bid for and on behalf of

Tender for Housekeeping Services at Indian Institute of Foreign Trade (Kolkata)

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SECTION – 9 (PART – B)

PRICE SCHEDULE

Name of Work : Providing Housekeeping Services at IIFT, Kolkata Centre at Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

Percentage of Services Charges in figures:% on bill amount excluding taxes applicable.	
Percentage of Service Charges in words:Percent on bill amount excluding taxes applicable.	

- Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing service as specified in the Scope of Work of the tender document excluding Goods and Service Tax, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.
- Minimum wage, EPF employer's contribution, ESIC employer's contribution or any statutory obligation has to be paid by vendor as per Govt. notification from time to time.

BIDDER'S SIGNATURE WITH OFFICIAL SEAL / STAMP