



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008 (ODISHA)

Tender Notice No. NITR/PW/Tender/11/12 (A)

Date: 10.10.2011

TERMS AND CONDITIONS FOR CLEANING AND MAINTENANCE OF ALL ACADEMIC AND ADMINISTRATIVE BUILDINGS

Sealed tenders are invited from experienced Firms/Agencies or self employed individuals for cleaning and maintenance of all administrative and academic departments/offices (including new buildings built recently and to be added during the contract period), classrooms lecture complex, audio visual halls (all floors, corridors, staircases, elevators etc.) and centralized facilities including Health Centre etc. at NIT, Rourkela as per the following terms and conditions.

A. JOB DESCRIPTION:

The assignment involves the following jobs to be executed under this contract.

1. General sweeping, cleaning and maintenance of all floors, corridors, offices, labs, classrooms, staircases, lift (elevator) and some centralized facilities of academic and administrative departments/ offices, Health centre 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 microfibre 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. All the cleaning appliances, accessories and consumables shall be supplied by the agency to their cleaning personnel.
5. Cleaning equipment and machinery are recommended for use and the firm/agency shall supply and maintain them at his own cost. Proper record regarding machine usage must be kept and produced along with every monthly bill.
6. Machineries & equipment may be provided by the Institute as per availability to be used regularly and proper record regarding usage to be kept and produced along with the monthly bill. The contractor shall bear the cost of consumables, repair & maintenance and hand them over to the institute in good condition at termination of the contract.
7. The job to be executed as per the Instruction of the faculty/officer in charge designated by the Institute.

B. OPERATIVE TERMS AND CONDITIONS:

1. Adequate personnel as necessary for effective execution of the job must be deployed by the agency/firm for Six days a week throughout the year. In addition to this extra days or hours may be added to the normal timing or working days as per the requirement of the institute.
2. The Agency shall assure that in the event of shortage of cleaning personnel on duty, the routine cleaning and maintenance work shall be executed effectively by engaging substitute personnel or assigning overtime duties to other employees at his own cost and expenses.
3. Institute shall provide modern cleaning gadgets or equipments as per availability for cleaning and maintenance purpose. The firm/ Agency shall be the custodian of such equipments/ instruments/ machineries and shall deploy adequate numbers of trained personnel for operating the same. The same has to be handed over to the institute in good condition on termination of the contract.
4. The assets and articles provided by the Institute shall be property of the Institute and agency shall be merely the custodians of such assets and articles. On termination of cleaning contract, any such property shall be handed over to the Institute in proper working condition.
5. The Agency shall ensure that all cleaning personnel are imparted proper training at regular intervals.
6. Names and other personal details of the employees engaged by the Agency under this contract has to be submitted and approved by the Institute.
7. All cleaning personnel are required to turn up on their duty in neat uniform and cleaning appliances/accessories, which are to be supplied by the Agency.
8. The Agency shall designate their representative stationed at the Institute, who would act as a liaison officer between the agency and the Institute as and when required.
9. Deficiency in Service :The institute authorities shall inspect the facility from time to time to assess the performance of the contractor. If any deficiency in service is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial adjustment in the monthly bill. Such adjustment will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. The cost of the deficiency shall include not only the saving to the contractor in materials, equipment usage and personnel, but also the consequence of poor performance by contractor's personnel and of poor supervision. In case of dispute in assessment, the decision of Director, NIT Rourkela shall be final and binding.

C. STATUTORY OBLIGATIONS:

1. The Agency/Firm shall be directly responsible for payment of wages (including other benefits like E.P.F & E.S.I) to his manpower engaged under this contract at his own cost. When the contract terminates there shall be no physical or moral pressure on the institute, on grounds of "person displaced from job".
2. Month wise detail statement of wages paid to the personnel including E.P.F/ E.S.I deduction should be enclosed along with the monthly bill by the Firm/Agency and submitted to the designated Officer of the institute.
3. The Agency should have E.P.F registration No. and a valid labour license under section 7 of the contract Labour (R & A) Act,1970 and contract labour (R & A Central Govt. Rules, 1971).
4. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government.
5. The Firm/Agency shall comply with the regulatory clauses of labour Act and shall not engage any minor under this contract.

6. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm/Agency. The Institute shall in no way be liable for any such incident. The firm shall also ensure that all their personnel are aware of this and other clauses of the contract.
7. If there is any damage to the institute property or any other financial burden on the institute because of willful or negligent action by the Firm or its personnel, the institute shall be entitled to recover the same by means of compensation from the Firm/ Agency.
8. The Registrar or an Officer explicitly authorized by him will represent the Institute in all dealings with the Firm/ Agency.
9. The staff engaged by the Firm/Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the Institute at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.
10. The initial contract price shall remain valid for one year. Any mid-year increase in expenditure because of enhancement of minimum wage of the Central Govt., cost of goods and services in the market or tax rates (except service tax) will be absorbed by the contractor without affecting the service provided.

D. MODE OF SELECTION:

1. A committee constituted by the Institute will examine all the proposals on the basis of the following.
 - a) Credentials of the contractor and the key personnel.
 - b) Past experience in similar business.
 - c) Materials and methodology to be applied for cleaning and maintenance works.
 - d) The quality and reliability of service.
 - e) Service charges quoted.
2. The recommendation of the committee will be put up to Director, NIT Rourkela for his consideration. Decision of Director will be final and binding. It should be noted that selection will be based on combination of quality and cost, instead of cost alone.
3. Photo copy of all relevant documents as mentioned in Annexure-I have to be submitted along with the proposal, failing which the same is liable to be rejected.

E. COMMERCIAL TERMS AND CONDITIONS:

1. The successful bidder/firms shall deposit a Bank Draft of an amount equal to one month's contract value from a nationalized bank in favour of Director, National Institute of Technology Rourkela payable at Rourkela towards security deposit. The security deposit shall be released within one month after realization of the Institute dues, if there would be any on termination of the contract. If the firm fails to operate as per agreed terms and conditions of the contract, the Security deposit shall be forfeited.
2. If the Firm/Agency fails to initiate the job within specified time given by the institute, the EMD shall be forfeited and the next eligible firm/Agency shall be offered.
3. The agency shall submit a monthly claim (the mutually agreed rate as per the contract) to the Institute through the designated officer of the Institute, who shall endorse a certificate on the bill for the services rendered by it during that month. The payment of the certified monthly bill shall normally be made within fifteen days from the date of receipt of the bill. The officer's certificate shall normally be based on daily/weekly or monthly noting of designated personnel of different departments.

F. CONTRACT VALIDITY:

1. The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, this will be reviewed at the end of each year based on the performance and if the service found satisfactory it will be renewed for two years more, on year to year basis at the sole discretion of the Director,

NIT Rourkela. If renewed, the contract value will be 107% and 115% respectively of the base year.

2. This contract can be terminated under any one of the following circumstances.
 - (a) By giving one month's notice by the Institute, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the Contractor.
 - (b) The firm/Contractor not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
 - (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.
 - (d) The firm/Contractor being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
 - (e) For indulging in any grossly unsafe practice, stealing or wilfully damaging institute property or engaging in any illegal activity, the contract shall be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.

During the notice period for termination of contract in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons and / or resources deployed by him on termination of the contract on any ground what so ever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT Rourkela.

G. JURISDICTION AND RIGHT TO AMEND RULES:

1. The institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the contractor in due course.
2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

H. INSTRUCTIONS TO THE BIDDERS:

1. Interested bidders can visit our academic and administrative complex on any working day. In case of any further clarification, the bidders may contact Registrar, NIT Rourkela.
2. The bids must be submitted in three **separate** sealed envelopes as listed below all kept in one sealed big envelope.
 - a) Techno-Commercial
 - b) Price Bid
 - c) EMD
3. **E.M.D of Rs.30,000/- (Rupees Thirty thousand only)** in the shape of demand draft in favour of "**Director, NIT Rourkela**", payable at any nationalized bank at Rourkela must be deposited along with the bid without which the bid will not be honoured and liable to be rejected . The E.M.D will be refunded to unsuccessful bidders within a month of finalization of tender.

4. Bid shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids.
5. The bidders are requested to apply in a sealed envelope, addressed to The Registrar, NIT Rourkela, superscribing the following on the top of the envelope.

**TENDER FOR CLEANING AND MAINTENANCE OF ALL ACADEMIC AND
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Date: 10.10.2011

Due Date: 25.10.2011

6. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
7. Pre-bid discussion with institute committee and finalization of technical details shall be held on **Dt.19.10.2011 at 03.00 P.M.** All interested bidders are requested to come with their draft Techno-commercial details for discussion.
8. **Last date for submission of proposals : Dt. 25.10.2011 by 3.00 P.M.**
Date of opening of proposals : Dt. 25.10.2011 at 3.30 P.M.
9. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

ON THE LETTERHEAD OF THE FIRM/AGENCY

**TENDER FOR MAINTENANCE OF CLEANING AND MAINTENANCE OF ACADEMIC AND ADMINISTRATIVE
AREA OF THE INSTITUTE**

1. Name of the Firm/Agency : _____
2. Full Postal Address : _____

3. Other Business of the Firm : _____
4. Office/Residence Phone No./ Mobile No., : _____
5. Office Fax No. If any : _____
6. Name(s) of the Proprietor/ Partners : _____
7. PAN No. (Mandatory) : _____
8. E.P.F & ESI Registration No, : _____
9. Service Tax Regn. No. : _____
10. Labour License No. : _____
11. Volume of Business in the Financial Year 2010-11. : _____
12. Volume of Business in the Financial Year 2010-2011 : _____
with NIT, Rourkela, If any give details
13. Past experience in similar business or credential
(enclose relevant documents/ order copies of other organizations)
14. Number and qualification of personnel the firm proposes to use : _____
(Attach separate sheet for qualification, experience and other details of personnel)
15. Materials, Machinery and methods used in executing the job : **Use separate sheet**

Signature of the Proprietor/ Partner (with seal)

N.B. (Please enclose the photo copy of following documents along with the form)

1. Income Tax / Service Tax Clearance Certificate
2. Service Tax registration No. and PAN No.
3. E.P.F, ESI & Labour License.
4. Order copy of other organizations if any.