

**NATIONAL LAW SCHOOL OF INDIA UNIVERSITY
BANGALORE**

TENDER DOCUMENT

FOR

HOUSEKEEPING SERVICE CONTRACT

Cost of the Tender Rs. 1000/-

Date of Tender Issue	: 14/08/2020
Last date of Tender submission	: 19/08/2020 at 05:00 P.M hrs
Opening of Technical Bids	: 24/08/2020 at 15.00 P.M hrs

TABLE OF CONTENTS

Sr. No.	PARTICULARS	PAGE NO.
1	NOTICE INVITING TENDERS	3
2	IMPORTANT DATES AND EVENTS	4
3	GENERAL INSTRUCTIONS & CONDITIONS FOR SUBMISSION OF TENDER (A) Instructions (B) Earnest Money (C) Mode of Submission of Bid (D) Method of tendering signature (E) Modifications & Withdrawal (F) Effect & Validity of Bid (G) Opening of Bid (H) Valuation & Comparison of Bid (I) Right of Rejection of Tender (J) Award of Contract	4
4	MINIMUM ELIGIBILITY CRITERIA	14
5	SPECIAL CONDITIONS OF CONTRACT (A) Contract Period (B) Contract Performance Guarantee (C) Deployment & Mobilisation of Manpower and Material (D) Financial Terms	
6	GENERAL CONDITIONS OF CONTRACT (A) Compliance of all statutory obligations (B) Work Certification (C) Force Majeure (D) Interpretation (E) Assignment and Sub-Letting (F) Termination (G) Amendment (H) Indemnity (I) Settlement of Disputes (J) Governing Law & Jurisdiction	21
	ANNEXURES: ANNEXURE I: TECHNICAL BID SUBMISSION FORM ANNEXURE II: CONTACT DETAILS FORM ANNEXURE III: TECHNICAL BID DOCUMENT ANNEXURE IV: FINANCIAL BID DOCUMENT ANNEXURE V: CHECKLIST FOR TECHNICAL BID ANNEXURE VI: MATERIAL LIST	30

1. NOTICE INVITING TENDER FOR PROCUREMENT OF HOUSEKEEPING SERVICES

NLSIU-Bangalore invites sealed tenders in Two-Bids (Technical & Financial) for Housekeeping Services. Interested parties may download the tender document from www.nls.ac.in the complete tender should reach National Law School of India University Bangalore on or before 19.08.2020 5.00 P.M hrs.

Tender No:- NLSIU-66066/7/2020-ESTS

IMPORTANT DATES AND INFORMATION

SR. No.	FAQ	Answer
1	Cost of Tender Document	Rs. 1000/-
2	EMD	Rs.1,00,000/- Demand Draft should be submitted in favor of Registrar, National Law School of India University, Nagarbhavi, Bangalore 560072
3	Performance Security Deposit	10% of contract amount by Demand Draft should be submitted in favor of Registrar, National Law School of India University (<u>Applicable for successful bidder only</u>)
4	Address and place of Submission of Tender	Registrar, National Law School of India University, Nagarbhavi, Bengaluru 560072
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person
6	Venue of opening tender	National Law School India University Bangalore .
7	Duration of contract	One year from the date of awarding of contract, which is further extendable on mutual agreement subject to satisfactory performance

GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the National Law School of India University shall be referred to as 'NLSIU and the intending, participating and successful bidders to this Tender Document shall be referred to as '**BIDDER/CONTRACTOR**'

The tender document be downloaded from our website. The Bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.1000/- along with the tender document; else tender document for the bid will not be accepted.

(A) INSTRUCTIONS

- (1) The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- (2) The Bidder shall fill in the bids clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of NLSIU to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- (3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids. The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- (4) The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non - responsive.
- (5) The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters, which may affect the subject matter of the work/tender or the cost thereof. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.

- (6) The bids shall be required to be submitted within the periods set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- (7) The tender documents shall not be transferable.
- (8) Conditional offers shall be rejected at the outset.
- (9) A particular Bidder shall be allowed to make and submit only one bid document. A Bidder shall not submit more than one bid, either in the same name or entity or through any partnership, LLP, joint venture or the like.
- (10) NLSIU reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, updates will be made only on NLSIU website, NLSIU may use in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- (11) The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and NLSIU shall not be liable in any manner for the same.
- (12) In the event that the successful Bidder is a joint venture formed of two or more companies, then each such company or entity shall be jointly and severally liable for all the obligations envisaged under the tender documents and this shall be primary condition of such joint venture arrangements.
- (13) The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

- (14) NLSIU reserves the right to qualify/disqualify any applicant without assigning any reason.

(B) EARNEST MONEY & TENDER FEE

- (1) The Bidder shall deposit a tender form fee of Rs.1000/- (Rupees One thousand only) which amount shall be non-refundable and amount as earnest money deposit ('EMD') of Rs.1,00,000/- along with the bid. The EMD and tender fee shall be in the form of a crossed bank Demand Draft in favour of Registrar, NLSIU Bangalore .
- (2) The earnest money deposited along with the bid documents for the present tender shall be in respect of the present tender document only and the contract to be hereby awarded only. No Bidder shall be entitled to request or claim for transferring and appropriating any previously deposited amount or performance security amount or for adjusting any outstanding bill amount with the earnest money payable with the bid documents.
- (3) The EMD of the successful Bidder will be returned after the Bidder provides a Security Deposit as required.
- (4) The EMD paid in the form of demand draft will be refunded by means of account payee cheque or return of the same DD to the unsuccessful Bidder within a month's time of the allocation of tender and after acceptance by the prospective bidder.
- (5) No interest shall be payable on EMD.
- (6) The EMD will be forfeited if the BIDDER
 - (i) withdraws his tender after acceptance or
 - (ii) Withdraws his tender before the validity date of the tender
 - (iii) if any malpractice is found during opening of the tender or in the process.

(C) MODE OF SUBMISSION OF BID

- (1) The sealed bidding documents should be addressed to the Registrar, NLSIU Nagarbhavi, Bangalore and shall be delivered in the Finance Department to on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "**Technical Bid**" and "**Financial Bid**" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Housekeeping Contract Service". This third envelope should be sealed.
- (2) The rates and amounts offered by the Bidder shall be quoted clearly written in figures and in words in Indian Currency (INR) only. The words shall be written clearly in English and shall be free from any aberrations, deletions, and corrections and overwriting. In case of any illegibility of the offer submitted by Bidder the interpretation by NLSIU shall be final and binding on the Bidder. If any ambiguities are observed in the rates and amount given in words and figures then the rate quoted in words shall be taken as correct.

(D) METHOD OF TENDERING SIGNATURE

- (1) The Bidder shall ensure that the bid document submitted by it shall contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature and seal. The name of all persons signing should also be typed or printed below the signature on each page.
- (2) Each page of the Tender documents must be stamped and signed by the person or authorized persons of the Bidder entity who are submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Document not so signed are liable to be rejected at the discretion of NLSIU.

NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.

- (3) A copy of the authorization letter/power of attorney/board resolution for the purposes of signing and submitting the present tender documents shall be attached with the tender documents.
- (4) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (5) The person signing the Bid shall initial erasures or other changes in the Bid Documents.
- (6) Bids not conforming to the above requirements of signing may be disqualified.

(E) MODIFICATIONS & WITHDRAWAL OF BID

- (1) The Bidder shall not be entitled to withdraw or modify the offer and rates quoted by him/it once the same have been duly submitted.
- (2) The above shall however not affect any modifications or withdrawals made by the Bidder in pursuance of any clarification issued by NLSIU or any modification or amendment made by NLSIU in respect of the tender documents and the contract terms and obligations to be performed. In such event, the Bidder shall ensure that the revised bid be submitted within the prescribed deadlines or any permitted extensions thereof. Any bid not submitted within such periods shall be rejected.
- (3) In the event any Bidder withdraws his bid during the validity period of the bid or fails to comply with the aforementioned conditions, then the EMD paid by such Bidder shall be forfeited.

(F) EFFECT & VALIDITY OF BID

- (1) The Bid offer shall be kept valid and shall have the validity period of ninety days from the date of opening of the tenders for acceptance thereof by NLSIU.
- (2) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (3) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the University or NLSIU for rejection of his Bid. The University shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

(G) OPENING OF BID

- (1) NLSIU shall open the bids Technical and financial bids on the scheduled dates of which the Bidder shall take note and the Bidder, either himself or through an authorized representative shall remain present at such opening. In the event any authorized representative of a Bidder is sent to such opening then such person shall be required to carry an authorization letter for the same.
- (2) It is hereby clarified that the absence of any Bidder or his authorized representative at such opening shall not affect the legality of such opening and NLSIU shall be entitled to continue with such opening of bids even in the absence of the Bidders or any of them, and no claim or objection on this ground shall be entertained.
- (3) The Bidders and their authorized representatives participating in the opening shall be required to sign the attendance sheet.

(H) EVALUATION & COMPARISON OF BID

- (1) Upon opening the Bids, NLSIU will examine the Bids to determine whether they are complete, whether any computational errors or any alterations have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- (2) Upon evaluation of the propriety of the bid documents as submitted, the bids shall be evaluated to ascertain whether it meets the eligibility criteria as specified in the tender document.
- (3) The technical bids shall be evaluated based on the available documents submitted by the Bidder. In the course of its evaluation, NLSIU shall be entitled to ask for clarifications from the Bidders in respect of the bids submitted by them. Any clarification submitted by a bidder that is not in response to a request by NLSIU shall not be considered. The request for clarification and the response shall be in writing.
- (4) If a bidder does not provide clarifications of its bid by the date and time set by NLSIU their bid may be rejected.
- (5) Financial bid will be opened for the qualified technical bidders.

(I) RIGHT OF REJECTION OF TENDER

- (1) NLSIU reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
- (2) Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset itself.
- (3) NLSIU reserves the right to split the scope & quantity to more than one agency among the Bidders.

- (4) NLSIU reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with NLSIU

(J) AWARD OF CONTRACT

- (1) NLSIU shall, upon evaluation of the bids submitted, award the contract to the bidder who is found and evaluated to be qualified to perform the contract satisfactorily and whose quotation has been determined to be substantially responsive and evaluated as the highest score (Combining of Technical and Financial details) in conformity with the requirements of the specifications and documents contained herein.
- (2) The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail. Such successful Bidder shall be required to tender his/its acceptance within seven days from the date of receipt of such Letter of Intent or Letter of Award/Work Order as the case may be, failing which the same shall stand cancelled and the EMD shall be forfeited.
- (3) Further, the successful bidder shall pay an amount of 10% of total value of the contract amount towards Performance Security in the form of Demand Draft.
- (4) After the successful Bidder has accepted the Letter of Intent or Letter of Award/Work Order, the successful Bidder shall be required to enter into a written contract with NLSIU within a period of seven days from the date of such acceptance. The contract shall be as per the terms and conditions mentioned herein and it shall be drafted by NLSIU. Upon such contract document being executed, the housekeeping contract shall be deemed to have been awarded and the tender process finalized. If the successful bidder does not come to execute the contract or to accept the LOI, then would go to L2, and depending on the same the EMD amount will not be returned.

MINIMUM ELIGIBILITY CONDITIONS

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall be submitted).**
2. Bid Security (EMD): EMD of Rs.1,00,000/- is to be submitted along with the tender document only in the form of Demand Draft drawn in favor of "National Law School of India University - India" Payable at Bangalore.
3. The Bidder shall be either a Limited Company or a Private Limited Company registered under the Companies Act 1956/2013 or a registered partnership firm or a proprietorship. **For proof, self attested/attested copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.** The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid GST Registration.
4. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copies of relevant document in this regard should be attached in the tender document.
5. The agency should have minimum five years' experience in providing housekeeping services consecutively in the Government departments / Public sectors (Central or State) /Private limited company/ Educational Institutions at the time of submitting the tender. Attested copies of at least two work orders during each of last three years must be enclosed in the tender document.
6. Income Tax Return of the company/firm /proprietor for the past five years should be enclosed.
7. GST Return of the Company/firm for the past five years should be enclosed.
8. EPF (monthly return) for the month of July 2020 should be attached.
9. Experience/Certificate for completion of work for past projects should be attached.

Date:

Place:

With stamp of the firm)

(Name and Signature of Tenderer

SPECIAL CONDITIONS OF CONTRACT

(A) CONTRACT PERIOD

- (1) The contract shall be for a period of one years from the date of award of the contract ('ContractPeriod').
- (2) NLSIU may, in its discretion, renew the contract for a further term of two years upon the same rates and the same terms and conditions as applicable to the present contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is hereby clarified that even if the performance of the works of the Contractor during the contract period are satisfactory, a renewal of the contract shall be made only if NLSIU, in its discretion, deems it fit and agrees to renew the same and NLSIU shall not be under any obligation to state the reasons for its refusal to renew the contract.
- (3) Without prejudice to the above after expiry of the Contract Period, NLSIU reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.

(B) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) by way of a Demand Draft drawn in the name of Registrar, NLSIU payable at Bangalore as security for the due performance of the Contractor's obligations.
- (2) The said SD shall be equivalent to 10% of the total contract value and shall be retained by NLSIU during the entire Contract Period and for a further period of 12 months after the determination of the Contract Period. The same shall be returned to the Contractor after settlement of all dues.

- (3) In the event the contract is terminated by NLSIU on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the SD amount shall be forfeited by NLSIU.
- (4) Any delay in submission of initial SD will entitle NLSIU to cancel the contract.

(C) DEPLOYMENT & MOBILIZATION OF MANPOWER AND MATERIAL

- (1) The Contractor shall deploy such housekeeping personnel and workers as shall be necessary and requisite for performing the obligations of the Contractor under the contract. The Contractor shall deploy workers suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (2) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws / Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the NLSIU campus is done and necessary documents regarding the same shall be submitted to the NLSIU authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle NLSIU to initiate appropriate civil or criminal proceedings regarding the same.
- (3) The Contractor shall not employ any person of age below 18 years and above the age of 60 years and the persons so engaged shall be sound in health capable of performing their work as per instructions and should not be suffering from any illness, infection and disease. You may take the existing man power who is working in the University.
- (4) The Contractor shall issue necessary identity cards to its housekeeping personnel and shall keep and maintain a complete record of all the personnel who are or who shall be assigned any work at the NLSIU campus in pursuance of this contract.

- (5) The Contractor shall organize the allocation and distribution of work amongst its personnel depending upon the scope of the work and shall issue specific work orders/sheets specifying the work to be performed. The Contractor shall further, supervise the due execution of such personnel.
- (6) The Contractor shall also be required to comply with the safety requirements and provide his workers with safety equipment where necessary.
- (7) The Contractor shall appoint a supervisor who shall co-ordinate with NLSIU authorized representative for daily maintenance job. They have to maintain daily job register and duly certified by Staff in charge. The Contractor in co-ordination with the authorized representative shall ensure the availability of adequate manpower on a daily basis. As per the instruction of authorized representative they have to allot the work and execute the same in specified time.
- (8) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (9) The Contractor shall maintain a daily list of the persons employed and working location wise at the site and shall submit the same from time to time to NLSIU in detail.
- (10) Contractor shall indemnify NLSIU from any liabilities arising out of the employment of the manpower.
- (11) All the cleaning personnel to be provided for housekeeping services are bound to work all the days and they should reach the office premises well in advance at 07:00 hrs to start cleaning work. The working hour of housekeeping is 07:30 hrs to 15.30: hrs. However, in exceptional circumstances, it may extended.

- (12) The Contractor shall ensure that its housekeeping personnel observe the following rules and norms in the discharge of their work:
- Are always smartly turned out and vigilant.
 - Are punctual and arrive at least 30 minutes before start of their duty time.
 - Take charges of their duties properly and thoroughly.
 - Perform their duties with honesty and sincerity.
 - Read and understand their post and site instructions and follow the same.
 - Extend respect to all Faculty Members, Officers and Staff of NLSIU
 - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - Will not chit chat while on duty.
 - Will never sleep while on duty post.
 - Will not read newspaper or magazine while on duty.
 - Will immediately report to the Engineer/Estate officer any untoward incident/ misconduct or misbehavior.
 - Do not entertain visitors.
 - Shall not smoke in the office premises.
- (13) NLSIU shall have the rights to remove any deployed housekeeping personnel from the duty whose conduct is found to be improper and whose presence and participation in the execution of the work under the contract is considered to be undesirable.
- (14) The Contractor shall obtain, maintain and utilize adequate quantity of the materials to be needed and used for the execution of the housekeeping work and the Contractor shall also maintain a complete list of the monthly materials procured for the purposes of the present housekeeping contract and shall also track and record the materials used. The quantity obtained and used shall be reasonable and in consonance with the scope of work of the contract.

(D) FINANCIAL TERMS**(1) Payment Terms**

- (a) The Contractor shall raise the monthly invoice in duplicate after completion of every month within the first week of the next month along with supporting documents as under:
 - (i) Proof of Payment of statutory dues
 - (ii) Proof of payment of minimum wages
 - (iii) Certification of satisfactory completion of work

- (b) Any invoice submitted without the above documents shall be deemed incomplete and NLSIU shall not be liable to process and pay the amounts on the invoices so raised.

- (c) Upon receipt of the invoice complete as above, NLSIU shall disburse the payment to the Contractor within a period of 20 days from the receipt of such complete invoice.

- (d) The service tax/GST amount shall be shown separately on the invoice along with the applicable registration numbers.

- (e) The Contractor shall pay the monthly wages to the housekeeping personnel employed by him on or before the 5th of the succeeding month and proof of such payment shall be furnished along with the invoice raised, if the invoice is not received in the specified time, NLSIU reserves the right to cancel the contract/not paying the balance dues.

- (f) All the payments to be made to the Contractor by NLSIU shall be made through NEFT/RTGS only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.

- (g) Administrative Service charge (Bid Value) claimed for providing housekeeping contract shall not be raised at any time during the contract period for any reason, force majeure etc.

(2) Permissible Deductions

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor. Such amounts or dues may be paid by NLSIU in which case NLSIU shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension, if any, and shall not be subjected to any escalation whatsoever (except any statutory variation in Minimum Wage Rate as declared by Government time to time).
- (b) The Contractor will be required to comply with the labor laws as shall be applicable from time to time with regard to payment of statutory dues and wages including minimum wages to the laborers', supervisors, etc. as shall be engaged by the Contractor.
- (c) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower
- (d) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any accident caused to any of its housekeeping personnel working during the Contract Period.
- (e) No liability is on NLSIU in case of any accident of workers while on duty, sole responsible is of the agency.

GENERAL CONDITIONS OF CONTRACT

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) All the housekeeping personnel employed by the Contractor at the NLSIU premises for executing the contract for housekeeping work shall be the employees of the Contractor only. The Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labor laws and other statutory obligations with regard to this contract.
- (2) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NLSIU, failing which the contract is liable to be cancelled.
- (3) The Contractor shall also obtain and keep in place necessary insurance policies, med claim policies, group insurance schemes of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (4) The Contractor shall observe and be responsible for the compliance of all labor laws, government notifications and shall maintain necessary records for the same and shall submit the same to NLSIU when so required.
- (5) The Contractor shall duly maintain all records/registers required to be maintained by him under various labor laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

- (1) The work done and executed by the Contractor shall be approved and certified by the Engineer/ Estate Officer of accordance with the terms and conditions of this contract and the rules and norms of NLSIU. The Contractor shall be required to furnish satisfactory job completion report to NLSIU in standard approved Performa. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.

- (2) If upon inspection, NLSIU finds that the work has not been executed and performed as per the terms and conditions hereof and is not as per expected levels of performance, then NLSIU shall issue a warning to the Contractor providing a defined time limit to inadequate performance, failing which NLSIU shall be entitled to levy penalty at the rate of 1% of the contract value per month.

(C) FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon, the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean n event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D) INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Vice Chancellor, NLSIU will be final and binding.

(E) ASSIGNMENTS AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F) TERMINATION

A. NLSIU may terminate the contract if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- vi. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labor and other laws in relation to the contract and his obligations therein.
- vii. The Contractor commits a breach of the contractual terms and conditions.
- viii. In the opinion of NLSIU, it is desirable to discontinue with the performance of the contract with the Contractor.

B. NLSIU shall give the Contractor a Seven days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NLSIU in that behalf.

C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by NLSIU under the contract from the Contractor.

D. The SD amount shall be forfeited if the contract is terminated by NLSIU on account of the above.

(G) INDEMNITY

The Contractor shall indemnify and keep harmless NLSIU from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NLSIU which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H) AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Director NLSIU and his decision shall be final.

(J) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Bangalore shall have exclusive jurisdiction to try and disputes arising hereunder.

ANNEXURE I:

TECHNICAL BID SUBMISSION FORM

Dated

**Letter of Bidder
(To be printed on Bidder's letterhead)**

To,
The Registrar,
National Law School of India
University,
Nagarbhavi,
Bangalore 560072

Ref: Invitation for Bid in respect of Tender Notice dated.....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Housekeeping Service Contract" for the University of NLSIU, Nagarbhavi, Bangalore 560072 .
3. Our bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security of 10% of the annual contract value in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body/State Governments/PSU has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that NLSIU is not bound to accept highest ranked bid / lowest bid or any other bid that NLSIU may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

Date :

Place:

Stamp:

ANNEXURE II:

CONTACT DETAILS FORM**General Details of Bidder**

1. **Name of the Company**
2. **Name and Designation of
Authorised Signatory**
3. **Communication Address**
.....
4. **Phone No. / Mobile No.**
5. **Fax**
6. **E-Mail ID.**
7. **S.T. REGN. NO.**
8. **PAN NO.**

Particular Details of the Bidders Representative'

1. **Name of the Contact Person**
2. **Designation**
3. **Phone No.**
4. **Mobile No.**
5. **E-Mail ID.**

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other institution of India.
3. I/We give the rights to the NIF to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the housekeeping services as per the provisions in the tender document/contract agreement.

Signature of the Authorised Signatory

Date:

Place:

(Office seal of the Bidder) Designation:

ANNEXURE III:

TECHNICAL BID DOCUMENT

Mandatory details to be provided with seal & signature else tender will be rejected summarily.

Sl. No.	Particulars	***
1	Name of the Tenderer/ Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies shall be enclosed
2	EPF Registration No. Document of Monthly Return submitted for the last two months (April & May 2020)	Copies shall be enclosed
3	ESI Registration No. Document of Monthly Return submitted for the last two months (April & May 2020)	Copies shall be enclosed
4	Present Employers certificate	Copies shall be enclosed
5	Experience certificate from existing employer/past employer Experience certificate should be enclosed for Three years. Copies of two work orders during last three years	Copies shall be enclosed
6	Income Tax Return for the Past three years certified by CA (2016-2017, 2017-2018, 2018-2019)	Copies shall be enclosed
7	GST for the past two years (2017-2018, 2018-2019)	Copies shall be enclosed
8	EMD for Rs.1,00,000/- in favour of Registrar, National Law School of India University, payable Bangalore	DD shall be enclosed
9	All the bid documents to be duly signed with seal. However, the Financial Bid will be opened later on.	If signature & stamp is found missing, the tenderer shall communicate on the same for acceptance.

Date:

Place:
with stamp of the firm)

(Name and Signature of Tenderer

ANNEXURE IV:**FINANCIAL BID DOCUMENT**

The agency willing to provide housekeeping services shall undertake the works quantified in tender.

SL NO	Category	Numbers	Rate per Month*	Amount per month	Amount per year
01	Supervisor	01			
02	Unskilled Labours	14			
03	Other details (charges if any)				

- Rate should be inclusive of G.S.T.
- Separate breakup should be given as enclosure.

Date:

Place

**(Name and Signature of Tenderer
with stamp of the firm)**

ANNEXURE V:**Check list for Technical Bid****Format for technical bid of the tender (NLSIU)**

Bidder's detail: _____

Sl. No.	Description of requirement	Enclosed	Enclosure No.
1.	Demand Draft of Rs 1000/- as tender fees enclosed in separate envelope along with Technical Bid	Yes/No	
2.	Demand Draft of Rs.1,00,000/- as EMD enclosed in separate envelope along with Technical Bid	Yes/No	
3.	Whether the firm is registered with proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in printing services	Yes/No	
4.	Declaration by the bidder that he /she has not been blacklisted by the Depts./Ministries of the Govt. of India/State Govt./PSUs	Yes/No	
5.	Copies of Balance Sheet and Income Tax Return for last 3 years duly certified by CA	Yes/No	
6.	Copy of Registration Certificate/ Allotment Letter of PAN / TAN from Income Tax Dept.	Yes/No	
7.	Copy of Registration Certificate/ Allotment Letter of Service Tax / GST and VAT, document relating to TIN.	Yes/No	
8.	Details of other organizations where similar work has been carried out	Yes/No	
9.	Agency profile indicating Experience in years/ Number of similar exhibitions executed/ Working with/for various departments of Government of India/ State Government along with supporting documents.	Yes/No	
10.	Copies of awards / recognitions/ certificates	Yes/No	
11.	Financial Bid /quotation completed and sealed in a separate envelope	Yes/No	

Declaration of the Agency:-

This is to certify that I/We before signing this submission have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Agency with seal)

Place:

Date:

Name:

QUANTIFIED WORK FOR HOUSEKEEPING

The purpose of housekeeping is that the whole University Campus of NLSIU must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.

A. Material estimated per Month (kindly quote in price bid Annexure-II as per given below list including taxes)

Annexure VI

Sr. No	Details of Chemicals/Material	Unit	Rate/unit	Sr. No	Details of Chemicals/Material
1	Scented Phenyl(Green Phenyl)			25	Naphthalline Balls 100 gmpkts
2	R-6(T Cleaner)			26	Klinol premium Floor
3	Hand Wash			27	Floor cleaner Spiral TASKI-DL
4	R7(Glass cleaner)			28	Liquid Soap
5	D-7 (Steel Polish)			29	Vim Powder
6	Hard Broom			30	Hit Spray
7	Soft Brooms			31	Air Freshner
8	Glass Dusters			32	Bleaching Powder
9	Checks Dusters			33	D-7 Lift partition cleaner
10	Hand Gloves			34	Domex Toilet cleaner
11	Masks			35	Odonil (packets)
12	Sani Cubes(packet of 12 Nos)			36	Wiper Big size
13	Wet Mop Refill			37	Wooden Stick for Mop
14	Toilet Buch			38	T Brush Big size
15	Scotch Brite			39	Mori Brush (Steel)
16	Dettol			40	Bamboo stick 5 feet long
17	Harpic Power Liquid			41	Baygon spray
18	Cock up pump			42	Ceramic cleaner
19	Toilet Brush			43	Dust pans
20	Acid 1 Ltr pack			44	Plastic drums
21	Termiguard 500 ml spray			45	Plastic Mugs
22	Urinal Choke-up Powder			46	Scrubber Iron and Plastic
23	Dry Mop with stick			47	Soap small
24	R-9 Bathroom Cleaner			48	Garbage bags(Jumbo size)

Note: 1. Where ever applicable, the brand name should be of ISI standard.

2. The Instruments/Equipments like various heights ladders, telescope rods for cobwebs, sufficient

lengths hose pipe for washing, Wet/dry vacuum cleaners, Phawda, Kudal, Rods for drainage cleaning, sign boards during cleaning activity etc. may be provided as per the scope of the work.

General Information

Area of the Campus:- 23 Acres

Area of the Building:- Approx. 147441.00 sqft. (Cleaning all buildings in the Campus)

Working hours:- 08 hours.

Cleaning should be continue during Sunday's and Holidays

SPECIFICATION: CLEANING & MAINTENANCE

1. Cleaning of doors, windows & interiors of the premises including guest house complex.
2. Scrubbing and vacuuming of floors.
3. Cleaning of rooms, departments, offices, all utility areas, common area, occupied rooms including bed making, cleaning and up keeping the bathrooms and toilets.
4. Put colour-coded bags in all dustbins as per govt. norms and ensure that only specified wastages is stored in the specified colour bags.
5. Daily routine & spring-cleaning and maintenance of various departments at the specified intervals.
6. Removal of curtains when due for washing and replacing them with fresh ones.
7. Cleaning of outside car parking & surrounding areas.
8. Ensuring all hand wash area with soap solutions and tissues/paper napkins at all time.
9. Preparing and making arrangements of venue for meetings, conferences and other gatherings including moving of chairs and tables.
10. Continuous supervision, spot-checking and ensuring performance of all housekeeping staff.

CLEANING OF CAR PARKING & SURROUNDING AREAS

1. Sweeping of debris from walkways & driveways.
2. Hose clean the area.
3. Emptying & disinfecting the main garbage bins.
4. Keeping the Car Park areas in clean & grease free condition.

CLEANING OF ALL TOILETS & BATHROOMS

1. Cleaning of toilets & bathrooms mirrors.
2. Clean the floor drains & mop the floor with water.
3. Clean the toilet seats, lids, basins & urinals & their fixtures.
4. Replacement of paper towels, toilet paper & liquid soap.
5. Cleaning of door frames & window glasses.
6. Air freshener to be placed in all toilets & bathrooms.

CRITICAL ELEMENTS & STANDARDS

External Features, Fire Exits & Stair walls

1. Landing, rames, stair walls, fire exists, steps, entrances, porches, patios, balconies,

external light fittings are free of dust, grit, dirt, leaves, cobweb, rubbish, cigarette butts and bird excreta.

2. Hand rails are clean and free of stains.
3. Garden furniture is clean and operational.

Walls, Skirting and Ceiling

1. Internal and external walls and ceilings are free of dust, grit, lint, soil, films and cobwebs.
2. Walls and ceilings are free of marks caused by furniture, equipment or staff.
3. Light switches are free of fingerprints, scuffs and other marks.
4. Light covers and diffusers are free of dust, grit, lint and cobwebs.
5. Polished surfaces are of a uniform luster.

Windows

1. External and internal surfaces of glass are clear of all streaks, spots and marks, including figure prints and smudges.
2. Window frames, tracks and ledges are clear and free of dust, grit, marks and spots.

Doors

1. Internal and external doors and doorframes are free of dust, grit, lint, soil, film, fingerprints and cobwebs.
2. Doors and doorframes are free of marks caused by furniture, equipment or staff.
3. Air vents, relief grilles and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks.
4. Door tracks and door jambs are free of grit and other debris
5. Polished surfaces are of a uniform luster.

Hard Floors

1. The floor is free of dust, grit, litter, marks and spots, water or other liquids.
2. The floor is free of polish or other build-up at the edges and corners or traffic lanes.
3. The floor is free of spots or scratches on traffic lanes, around furniture and at pivot points
4. In accessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots.
5. Polished or buffed floors are of a uniform luster
6. Appropriate signage and precautions are taken regarding pedestrian safety of newly cleaned or wet floors.

Soft Floors

1. The floor is free of dust, grit, litter, marks and spots, water or other liquids.
2. The floor is free of stains, spots, scuffs or scratches on traffic lanes, around furniture and at pivot points.
3. In accessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots.
4. Carpets are vacuumed/cleaned

Ducts, Grills and Vents

1. All ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks.
2. All ventilation outlets are kept clear and uncluttered following cleaning.

Fixtures

1. All ventilation outlets are kept unblocked and free of dust, grit, soil film, cobwebs, scuffs and any other marks.
2. All ventilation outlets are kept clear and uncluttered following cleaning.

Electrical fixtures and appliances

1. Electrical fixtures and appliances are free of grease, dirt, dust, encrustations, marks, stains and cobwebs.
2. Electrical fixtures and appliances are kept free from signs of use or non-use.
3. Hygiene standards are satisfied where the fixture or appliance issued in food preparation.
4. Range hoods (interior and exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces.
5. Motor vents, etc. are clean and free of dust and lint.
6. Drinking fountains are clean and free of stains and mineral build-up.
7. Inset killing devices are free of dead insects and are clean.

Furnishings and Fixtures

1. Hard surface furniture is free of spots, soil, film, dust, fingerprints and spillages.
2. Loft surface furniture is free from stains, soil, film and dust.
3. Furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs.
4. Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots.
5. All high surfaces are free from dust and cobwebs.
6. Curtains, blinds and drapes are free from stains, dust, cobwebs, lint and signs of use or non-use.
7. Furniture has no odor which is distasteful or unpleasant
8. Shelves, bench tops, cupboards and wardrobes/lockers are clean inside and outside and free of dust and litter or stains.
9. Internal plants are free of dust and litter.
10. Waste/rubbish bins or containers are clean inside and out, free of stains and mechanically intact.
11. Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs.

Toilets and Bathroom Fixtures

1. Porcelain and plastic surfaces are free from smudges, smears, body fats, soap build-up and mineral deposits.
2. Metal surfaces, shower screens and mirrors are free from streaks, soil, smudges, soap build-up and oxide deposits.
3. Wall tiles and wall fixtures (including soap and cream dispensers and towel holders) are free of dust, grit, smudges/steaks, mould, soap build-up and mineral deposits.
4. Shower curtains and bath mats are free from stains, smudges, smears, odours, mould and body fats.

5. Plumbing fixtures are free of smudges, dust, soap build-up and Mineral deposits.
6. Bathroom fixtures are free from odours, which are distasteful or unpleasant.
7. Polished surfaces are of a uniform luster.
8. Sanitary disposal units are clean and functional.
9. Consumable items are in sufficient supply.

General Tidiness

1. The area appears tidy and cluttered.
2. Floor space is clear, only occupied by furniture and fittings designed to sit on the floor
3. Furniture is maintained in a fashion, which allows cleaning.
4. Fire access and exit doors are left clear and unhindered.

Odor Control

1. The area smells fresh.
2. There is no odor which is distasteful or unpleasant.
3. Room deodorizers are clean and functional.

In addition to above, in case of emergency, cleaning should be done at call on unforeseen events like breakage, spillage and special occasions.

Note: Interested agency shall visit our office between 11.00h to 17.30h on all working days except Sunday and holidays and shall take note the office open area, carpet area, toilets etc to be cleaned.