

**LAUNDRY TENDER FOR BOYS HOSTEL**

**AT SHRI DURLABHBHAI B. SANGHANI BOYS HOSTEL,  
BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240**

Tender fees Non refundable Rs.2000/- (DD/Pay Order Of Nationalized Bank only)	DD/Pay Order No._____ dated _____ for Rs.2000/-- (Rs. Rupees Two thousand only) non refundable drawn on H.D.F.C. Bank, Manjalpur, Vadodara in favour of Shri Durlabhabhi B. Sanghani Boys Hostel, B/h. BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No: (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel/ Mob No(s) Email ID	Period for Which the Contract is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/S and I.T. Return		
				2015-16	2016-17	2017-18

Signature of the Tenderer  
With Stamp

Date:

### Rate for the Laundry Contract

S.N.	Details	Rate
1	Per Student Per Year	



**TENDER FOR LAUNDRY SERVICES**

**INTRODUCTION:**

Shri Durlabhbhai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd. is having tie-up with BITS Edu Campus, N.H.# 8, Varnama, Vadodara – 391 240. The Hostel offers the residential facility to the boys students of the Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy and Proposed Krishna Ayurved Medical College at BITS Edu Campus managed by Shree Krishna Educational and Charitable Trust, Vadodara.

The term “COMPANY” shall mean Rudraksh Academy Pvt. Ltd. Vadodara, “DIRECTOR” shall mean the DIRECTOR of the Rudraksh Academy Pvt. Ltd. Vadodara and “CONTRACTOR” shall mean to whom this contract is awarded by Shri Durlabhbhai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd. to offer his services at Shri Durlabhbhai B. Sanghani Boys Hostel on contract, as per the terms and conditions mentioned hereafter.

**SCOPE:**

The Contractor is required to provide all the services related to laundry and ironing for around 450 Students residing at Shri Durlabhbhai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd., BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240. The clothes for laundry and Iron (Press) services shall be delivered at the Hostel. The Contractor will be responsible for collection and delivery of clothes at the Hostel.

## **TERMS & CONDITIONS:**

1. **Tender Fees** : Rs. 2000/- (Rs. Rupees Two Thousand only) Non refundable drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Shri Durlabhbai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd., BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240
2. The Contractor shall have license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under and all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor.
3. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019** and if it is not renewed in advance will be considered completed. The agreement may be renewed by the Company on such terms and Conditions as may mutually be agreed upon between the parties. The Company reserves the right to repudiate the contract at any time after giving one month's notice, if the Institutes is not satisfied with the working of the said Contractor. The decision of the Company in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek months termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
4. The Contractor will be held responsible for any loss, damage or misplacement of clothes and if not done will be deducted from the security deposit if the Company get any complain from the students.
5. The CONTRACTOR will, at all times, ensure discipline, decent and courteous behavior by his employees while they remain in premises of Shri Durlabhbai B. Sanghani Boys Hostel.
6. The CONTRACTOR is required to execute an agreement in this behalf in case the contract is awarded.

7. The CONTRACTOR will have to deposit Rs. 2,00,000/- (Rs. Two lac only) as a Guarantee Money Deposit in the form of DD drawn in favour of Shri Durlabhbai B. Sanghani Boys Hostel. No interest will be paid on this amount. The same will be refunded when the contract is over.
8. The CONTRACTOR will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
9. During the vacation period the Contractor will provide the services for the Curtains, Bed Sheets, and Pillow Covers etc.
10. Under exceptional circumstances the Company reserve the right to change any term and condition as and when warranted.
11. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by Rudraksh Academy Pvt. Ltd., the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
12. TERMINATION: The Company is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
13. JURISDICTION: In case of any dispute, Court of Vadodara alone will have the jurisdiction.
14. If in any case the CONTRACTOR violets the terms & conditions of the contract, the Guarantee Money Deposit will be forfeited and the contract will be terminated.
15. Interested CONTRACTOR need to quote the rate of the Laundry and Iron (Press) services for one student for one year inclusive of all taxes in whatever names it is levied i.e. GST, VAT, and Service Tax etc. Applicable Tax will be deducted at Source from the monthly bill.

16. The Contractor to whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30 pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. of Rs. 2000/- in favour of Shri Durlabhbhai B. Sanghani Boys Hostel, C/o. BITS Edu Campus, Vadodara-Mumbai N.H. #8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 09/06/2018 at 10.30 a.m. at the BITS Edu Campus, Vadodara-Mumbai N.H. #8, Varnama, Vadodara 391240.
17. The Company keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

**LAUNDRY TENDER FOR GIRLS HOSTEL**  
**AT MATRUSRI DAVALBEN DURLABHBHAI PATEL GIRLS HOSTEL,**  
**BITS Edu Campus, N.H.# 8, Varnama,**  
**Vadodara 391 240 for the Year 2018-19**

Tender fees Non refundable Rs.1000/- (DD/Pay Order of Nationalized Bank only)	DD/Pay Order No. _____ dated _____ for Rs. 1000/- (Rupees One Thousand only) Non refundable Tender Fees drawn on H.D.F.C. Bank, Manjalpur, Vadodara in favour of Matrusri Davalben D. Patel Girls Hostel, C/o BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No : (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel/Mob No(s) Email ID	Period for Which the Contract Is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/s. and I.T. Return		
				2015-16	2016-17	2017-18

Signature of the Tenderer  
With Stamp

Date:

### Rate for the Laundry Contract

S.N.	Details	Rate
1	Per Student Per Year	





**MATRUSRI DAVALBEN DURLABHBHAI PATEL**  
**GIRLS' HOSTEL**



BITS Edu Campus, Vadodara Mumbai NH#8, Varnama, Vadodara 391240 Phone:0265-2303921, Mob. 9227149999

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**TENDER FOR LAUNDRY SERVICES**

**INTRODUCTION:**

Matrusri Davalben D. Patel Girls Hostel exists besides the BITS Edu Campus, N.H. #8, Varnama, Vadodara – 391 240 managed by Shree Krishna Educational and Charitable Trust, Vadodara. The Hostel offers the residential facility to the girl students of the Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy and proposed Krishna Ayurved Medical College of the BITS Edu Campus. This tender is intended to provide Laundry services for 160 students of the hostel.

**SCOPE:**

The Contractor is required to provide all services related to laundry and ironing for around 160 girls students residing at Matrusri Davalben D. Patel Girls Hostel, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240. The clothes for laundry and Iron (Press) services shall be delivered at the Hostel. The Contractor will be responsible for collection and delivery of clothes at the Hostel.

### **TERMS & CONDITIONS:**

1. **Tender Fees** : Rs. 1000/- (Rs. Rupees One Thousand only) Non refundable drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Matrusri Davalben D. Patel Girls Hostel, C/o BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240
2. The Contractor shall have license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under and all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor.
3. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019** and if it is not renewed in advance will be considered completed. The agreement may be renewed by the Institutes on such terms and Conditions as may mutually be agreed upon between the parties. The Trust reserves the right to repudiate the contract at any time after giving one month's notice, if the Hostel is not satisfied with the working of the said Contractor. The decision of the Trust in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
4. The Contractor will be held responsible for any loss, damage or misplacement of clothes and if not done will be deducted from the security deposit if the Trust get any complain from the students.
5. The CONTRACTOR will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of Matrusri Davalben D. Patel Girls Hostel.
6. The CONTRACTOR is required to execute an agreement in this behalf in case the contract is awarded.

7. The CONTRACTOR will have to deposit Rs. 1,00,000/- (Rs. One lac only) as a Guarantee Money Deposit in the form of DD drawn in favour of Matrusri Davalben D. Patel Girls Hostel. No interest will be paid on this amount. The same will be refunded when the contract is over.
8. The CONTRACTOR will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
9. During the vacation period the Contractor will provide the services for the Curtains, Bed Sheets, and Pillow Covers etc.
10. Under exceptional circumstances the Trust reserve the right to change any term and condition as and when warranted.
11. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by Shree Krishna Educational and Charitable Trust, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
12. TERMINATION: The Trust is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
13. JURISDICTION: In case of any dispute Court of Vadodara alone will have the jurisdiction.
14. If in any case the CONTRACTOR violets the terms & conditions of the contract, the Guarantee Money Deposit will be forfeited and the contract will be terminated.
15. Interested CONTRACTOR need to quote the rate of the Laundry and Iron (Press) services for one student for one year inclusive of all taxes in whatever names it is levied i.e. GST, VAT, and Service Tax etc. Applicable Tax will be deducted at Source from the monthly bill.

16. The Contractor to whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30 pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. of Rs. 1000/- in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel, C/o BITS Edu Campus, Vadodara-Mumbai N.H.#8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 09/06/2018 at 10.30 a.m. BITS Edu Campus, Vadodara-Mumbai N.H.#8, Varnama, Vadodara 391240.
17. The Trust keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

**LAUNDRY TENDER MDAH & PHYSIOTHERAPY**

AT MATRUSRI DAVALBA AYURVED HOSPITAL & BITS INSTITUTE OF PHYSIOTHERAPY,

BITS Edu Campus, N.H.# 8, Varnama,

Vadodara 391 240 for the Year 2018-19

Tender fees Non refundable Rs.1000/- (DD/Pay Order of Nationalized Bank only)	DD/Pay Order No. _____ dated _____ for Rs. 1000/- (Rupees One Thousand only) Non refundable Tender Fees drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Matrusri Davalba Ayurved Hospital, C/o BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240, Payable at Vadodara.
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**AGENCY / FIRM / COMPANY PROFILE**

Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No: (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel/Mob No(s) Email ID	Period for Which the Contract is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/s. and I.T. Return		
				2015-16	2016-17	2017-18

Signature of the Tenderer  
With Stamp

Date:

### Rate for the Laundry Contract

S.N.	Item	Rate
1	For Indoor 65 to 100 Indoor patients daily for Ayurved Hospital	
2	For 50 to 100 patients daily for Physiotherapy (O.P.D.)	



# M A T R U S R I DAVALBA AYURVED HOSPITAL

BITS Edu Campus, Vadodara Mumbai NH# 8, Varnama, Vadodara 391 240. Gujarat  
Phone : 0265-2303991 Email : mdah@bitseducampus.ac.in www.bitseducampus.org

## **TENDER FOR LAUNDRY SERVICES**

### **INTRODUCTION:**

Matrusri Davalba Ayurved Hospital managed by Shree Krishna Educational and Charitable Trust Vadodara is established for the benefit of the local rural poor and tribes of the area. The Hospital is an effort to help the local people for their medical and health needs at free of cost. This tender is intended to provide Laundry services for the 100 Beds Hospitals' day to day used linen and other clothes with an extra care to prevent any contagious disease.

BITS Institute of Physiotherapy is providing physiotherapy treatment to the outdoor patients on an average of 50 to 100 daily. The linen used for such treatment is to be washed.

### **SCOPE:**

The Contractor is required to provide the laundry services to the 100 beds Hospitals' linen like bed sheets, pillow covers, curtains, dusters, towels, napkins etc. and uniform of the doctors, nurses, ward boys, health workers and the clothing provided to the indoor patients of Matrusri Davalba Ayurved Hospital, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240 on an average of 65 to 100 Indoor patients daily. The clothes for laundry and Iron (Press) services shall be delivered at the Hospital. The Contractor will be responsible for collection and delivery of clothes at the Hospital.

The Contractor will also provide the laundry services for the BITS Institute of Physiotherapy O.P.D. under this contract only.

### **TERMS & CONDITIONS:**

1. **Tender Fees** : Rs. 1000/- (Rs. Rupees One Thousand only) Non refundable drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Matrusri Davalba Ayurved Hospital, C/o. BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240
2. The Contractor shall have license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under and all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor.
3. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019** and if it is not renewed in advance will be considered completed. The agreement may be renewed by the Trust on such terms and Conditions as may mutually be agreed upon between the parties. The Trust reserves the right to repudiate the contract at any time after giving one month's notice, if the Trust is not satisfied with the working of the said Contractor. The decision of the Trust in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
4. The Contractor will be held responsible for any loss, damage or misplacement of clothes and if not done will be deducted from the security deposit if the Trust get any complain from the students.
5. The CONTRACTOR will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of Matrusri Davalba Ayurved Hospital.
6. Under exceptional circumstances the Trust reserve the right to change any term and condition as and when warranted.



7. The CONTRACTOR is required to execute an agreement in this behalf in case the contract is awarded.
8. The CONTRACTOR will have to deposit Rs. 50,000/- (Rs. Fifty Thousand only) as a Guarantee Money Deposit in the form of DD drawn in favour of Matrusri Davalba Ayurved Hospital. No interest will be paid on this amount. The same will be refunded when the contract is over.
9. The CONTRACTOR will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
10. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by Shree Krishna Educational and Charitable Trust, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
11. TERMINATION: The Trust is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
12. JURISDICTION: In case of any dispute Court of Vadodara alone will have the jurisdiction.
13. If in any case the CONTRACTOR violets the terms & conditions of the contract, the Guarantee Money Deposit will be forfeited and the contract will be terminated.
14. Interested CONTRACTOR need to quote the rate of the Laundry and Iron (Press) services considering the frequency of the clothes for one year inclusive of all taxes in whatever name it is levied i.e. GST, VAT, and Service Tax etc. Applicable Tax will be deducted at source from the monthly bill.

15. The Contractor to whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30 pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. of Rs. 1000/- in favour of Matrusri Davalba Ayurved Hospital, C/o. BITS Edu Campus, Vadodara-Mumbai N.H.#8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 09/06/2018 at 10.30 a.m. BITS Edu Campus, Vadodara-Mumbai N.H.#8, Varnama, Vadodara 391240.
16. The Institutes keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

**MESS TENDER FOR GIRLS HOSTEL**  
**AT MATRUSRI DAVALBEN DURLABHBHAI PATEL GIRLS HOSTEL,**  
**BITS Edu Campus, N.H.# 8, Varnama,**  
**Vadodara 391 240 for the Year 2018-19**

Tender fees Non refundable Rs.5000/- (DD/Pay Order of Nationalized Bank only)	DD/Pay Order No. _____ dated _____ for Rs. 5000/- (Rs. Rupees Five thousand only) Non refundable drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel, c/o BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No of the Firm: (as per Shop & Establishment Act) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) Food and Drugs License No: 6) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel/Mob No(s) Email ID	Period for Which the Contract is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/s. and I.T. Return		
				2015-16	2016-17	2017-18

Signature of the Tenderer  
With Stamp

Date:

S.N.	Details	Amount Rs.
1	Breakfast	
2	Lunch	
3	Dinner	
	For 1 day/1 month/ 1 year per student for 160 students	



**TENDER FOR CATERING SERVICES**

**INTRODUCTION:**

Matrusri Davalben Durlabhbhai Patel Girls Hostel exists besides the BITS Edu Campus, N.H.#8, Varnama, Vadodara - 391 240 managed by Shree Krishna Educational and Charitable Trust, Vadodara. The Hostel offers the residential facility to the girl students of the Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy and proposed Krishna Ayurved Medical College of the BITS Edu Campus. This tender is intended for the pure veg. catering services for the 160 students of the hostel and authorized visitors in BITS Edu Campus located at N.H.#8, Varnama, Vadodara 391 240.

The term "Institutes" shall mean the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE, "PRINCIPAL" shall mean the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY/ proposed KRISHNA AYURVED MEDICAL COLLEGE and "CONTRACTOR" shall mean the person whom this contract is awarded by BABARIA INSTITUTE OF TECHNOLOGY /BABARIA INSTITUTE OF PHARMACY /BITS INSTITUTE OF PHYSIOTHERAPY / proposed KRISHNA AYURVED MEDICAL COLLEGE to offer his services at the terms and conditions mentioned hereafter.

The day to day working of the Matrusri Davalben Durlabhbhai Patel Girls Hostel will be observed by a Committee consisting of the PRINCIPALS of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY / and proposed KRISHNA AYURVED MEDICAL COLLEGE.

**SCOPE:**

The Contractor is required to supply morning breakfast with tea/coffee, afternoon lunch and evening Dinner as per the menu decided by the Rector and the committee of the Students to nearly 160 students of Matrusri Davalben Durlabhbhai Patel Girls Hostel, BITS Edu Campus. In addition to the hostelries of Matrusri Davalben Durlabhbhai Patel Girls Hostel, the Caterer will also cater to the needs of the authorized visitors to the Institutes for official work as well as to the participants in academic, technical, educational, cultural and social programs organized by the Institutes from time to time through out the contract period. Tea, coffee, cold drinks, snacks and lunch shall also be supplied for the meetings, conferences, seminars and/or visits, whenever and wherever required in the premises.

## **TERMS & CONDITIONS:**

1. (a) **Rent** Rs. 15000/- (Rs. Fifteen Thousand only) per month.  
(b) **Security Deposit:** Rs. 2,50,000/- (Rs. Two lacs Fifty Thousand only) for the contract period.  
(c) **Electricity:** The CONTRACTOR shall pay electricity charges during the contract period as the separate meter is installed by the Institutes.
2. The Institute are the sole absolute lawful owner of and is seized and possessed of the immovable property known as Mess at Matrusri Davalben Durlabhbai Patel Girls Hostel, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240. The Institutes are the sole owner of and is well and sufficiently entitled to the Mess and no other person has any right, title or interest therein. Annexure – I.
3. The Institutes have all the necessary permissions and approvals from the applicable / concerned governmental, municipal and other authorities for allowing commercial use of the Matrusri Davalben Durlabhbai Patel Girls Hostel by the CONTRACTOR for carrying out legal business abiding by the laws of the land.
4. The Contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and all other requisite licenses including the license from the Food and Drug Authorities in the State of Gujarat at his own cost from the appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury / casualty or mishap to any employees of the Matrusri Davalben Durlabhbai Patel Girls Hostel during the working hours.
5. On receipt of a request from CONTRACTOR, the Institutes will provide and execute such documents as may be required for applying and obtaining necessary permissions and licenses from local and Government authorities to run the business.
6. The CONTRACTOR at its own cost and charges is entitled to carry out all renovations, refurbishing and interior work in the Cafeteria. The CONTRACTOR shall be free to install any electrical devices, furniture, partition, false ceiling etc. at their own cost as may be required to run the business and shall be entitled to remove only movable devices, furniture and partition at the time of handing over the possession to the Institute. At the time of removal condition of walls/by sidings/ flooring in proper condition as at time of taking the contract.
7. The Company have paid all taxes, assessments and other outgoings payable in respect of Cafeteria up to the date and has also complied with all laws, rules and regulations.

8. The Institutes will provide on own cost one **water** connection with R. O. Plant, Water Tank - 5, Chillers Plant, Standard Drainage, Electricity Points, Tube Lights -5, Led Lamps -52, P.L. Lamps - 4, Fans - 17, Exhaust Fans - 3, LED T.V. 4 Sets, CCTV Cameras - 8, 13 Plug point of 5 Amps 1D, 27 points of 15 Amp 1D, etc. in working conditions. The Contractor will have to maintain them further during the period of contract.
9. The CONTRACTOR will have to provide sufficient sitting arrangement for students.
10. The Contractor will have to make arrangement for cleanliness of hostel Mess and its surroundings to the satisfaction of the Institutes. The CONTRACTOR shall also be responsible for the safe and hygienic disposal of the hostel Mess waste outside the Mess as well as BITS Edu Campus.
11. The CONTRACTOR shall arrange for items i.e. crockery, utensils, boilers, juice machines, cooking gas cylinders, cooking stoves etc and items of similar nature good quality as approved by the Institutes at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of hostel Mess.
12. The CONTRACTOR will have to provide employees in proper uniforms for service in the Mess and also for the service in the Institutes as and when required and necessary.
13. The Institutes have the right and privilege to supervise the food and beverages served in the hostel Mess. The Institutes can inspect the hostel Mess anytime during the course of contract.
14. No student should be allowed in the Mess during class hours, if found the Contractor will be penalized. The Students should be allowed for lunch only as per the respective recess between 12:00noon to 3:00pm.
15. The Contractor and its employees and authorized agents / guests will have the right to use the common area such as entrance, parking area etc.
16. The Mess shall be used for pure veg. food & snacks purpose only.
17. The Mess shall be pure Vegetarian and any kind of non vegetarian item even egg items are strictly not allowed inside the hostel Mess.
18. The CONTRACTOR will not do any illegal or unlawful activity in the hostel Mess.
19. The CONTRACTOR will not store any items in the hostel Mess which is forbidden by law.
20. Only commercial LPG is to be used in the Boys hostel Mess for cooking which is to be arranged by the Contractor including gas cylinders.
21. Tea/Coffee should be provided from hostel Mess (if asked for) before and after the lunch, at the time of seminars, conferences any other academic, educational or social event or program conducted by the Institute.

22. The Contractor shall employ only such persons as are declare medically fit as certified by the Government Hospital in Vadodara. No such employee shall be under the age of 18 years. Documentary evidence will be provided by the CONTRACTOR. The contractor will also submit the police verification of the employees employed by him for the Girls Hostel within fifteen days of the contract. In case of any new appointment the contractor will have to submit the police verification of the employees.
23. The CONTRACTOR will be fully responsible for the repair / maintenance, cleanliness breakage and damage done to the building and sanitary, electrical and any other fittings and fixtures installed in the space provided to him by the Institute for the purpose of cooking.
24. The CONTRACTOR shall be held responsible for treatment and compensation due to food poisoning.
25. Materials used for cooking purpose Ghee, Edible Oils, Milk, Buttermilk, tea, coffee, spices; food stuff, vegetables etc should be of good quality only. The Institute reserves the right to inspect the materials at any time.
26. The CONTRACTOR will take all the necessary precautions against fire hazards and comply with rules and regulations as laid down by the concerned local authorities and up to the satisfaction of the Institutes.
27. The CONTRACTOR will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the Mess. The Contractor will have to pay the minimum wages as per Labour rules prevailing in the State of Gujarat and Government Notifications issued from time to time in this regards. EPF and Bonus etc. to be deposited as per Employees Provident Fund Act. And Bonus Act amended from time to time.
28. The CONTRACTOR will have to produce the copy of challan of the employee's provident fund to the Institutes on monthly basis, failure to which will be considered as indiscipline and will lead to the termination of the contract after the show cause notice.
29. The Institutes shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the Contractor and such persons as will be employed by the Contractor. While engaging his employees the Contractor will make these conditions clear to them categorically and in writing and their acceptance of these terms shall be communicated to the Institute also.
30. The Contractor shall not entertain any orders or supply eatables outside BITS Edu Campus.



31. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019** and if it is not renewed in advance will be considered completed. The agreement may be renewed by the Institutes on such terms and Conditions as may mutually be agreed upon between the parties. The Institutes reserves the right to repudiate the contract at any time after giving one month's notice, if the Institutes is not satisfied with the working of the said Contractor. The decision of the Institutes in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek months termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
32. The CONTRACTOR will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of Matrusri Davalben Durlabhbhai Patel Girls Hostel and BITS Edu Campus. In case any of his employees indulge in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets others in doing so and it is premises immediately on receipt of written communication from the authorities will be duly acknowledged by the Contractor.
33. Under exceptional circumstances the Institutes reserve the right to change any term and condition as and when warranted.
34. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision unanimously taken by all Principals / Directors / Authorised persons will be final and binding.
35. The CONTRACTOR is required to execute an agreement in this behalf in case the contract is awarded.
36. The CONTRACTOR will have to deposit Rs. 2,50,000/- (Rs. Two lac Fifty Thousand only) as a Security in the form of DD drawn in favour of Matrusri Davalben Durlabhbhai Patel Girls Hostel. No interest will be paid on this amount. The same will be refunded when the contract is over and hostel Mess premises is handed over the Institute and all dues from the Contractor have been settled.
37. The Contractor will have to get the Mess coloured once during the contract period. All of the breakage will be updated by the Contractor at the end of the contract period. If the contractor is not doing so the Institute will get it done and the expenses occurred shall be deducted from the security deposit.
38. The CONTRACTOR will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.

39. Upon expiry of the contract period, the said term shall be renewed and extended by mutual consent with the same or modified terms & conditions mentioned therein for a further period of 6 months / 11 months by giving a notice of 30 days in writing to the CONTRACTOR before 10 days prior to the expiry of the Contract period.
40. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the COMPANY, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
41. TERMINATION : The Institutes is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
42. JURISDICTION : In case of any dispute Court of Vadodara alone will have the jurisdiction.
43. If in any case the CONTRACTOR violets the terms & conditions of the contract, the Security Deposit will be forfeited and the contract will be terminated.
44. Interested CONTRACTOR need to quote the price altogether for daily morning tea/coffee/milk with breakfast, lunch and dinner – with a sweet once in a week – per student per day/per month/per year.

S.N.	Details	Amount Rs.
1	Breakfast	
2	Lunch	
3	Dinner	
	For 1 day/1 month/ 1 year per student for160 students	

45. The Contractor whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. of Rs. 5000/- in favour of Matrusri Davalben Durlabhbai Patel Girls Hostel, c/o BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 08/06/2018 at 12.30 p.m. at the Conference Room, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240.
46. The Institutes keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

## **ANNEXTURE I**

All the pieces and parcels of premises having area of 277/89 sq. Meters in the building named Matrusri Davalben Durlabhbhai Patel Girls Hostel consisting of four rooms namely called – The Mess kitchen, The Dining Hall and service area, The Store Room-1, Store Room-2 and wash area - Situated at, Matrusri Davalben Durlabhbhai Patel Girls Hostel, besides BITS Edu Campus, Varnama, NH#8, Vadodara 391 240.

To the East – Naliya Road

To the West – Block No.135

To the North – Own Road of SKECT on consolidated block no.136

To the South - Block No.138

**MESS TENDER FOR BOYS HOSTEL**

**AT SHRI DURLABHBHAI B. SANGHANI BOYS HOSTEL,**

**BITS Edu Campus, N.H.# 8, Varnama, Vadodara 391 240**

Tender fees Non refundable Rs.10000/- (DD/Pay Order Of Nationalized Bank only)	DD/Pay Order No._____ dated _____ for Rs.10000/-- (Rs. Rupees Ten thousand only) non refundable drawn on H.D.F.C.Bank, Manjalpur, Vadodara in favour of Shri Durlabhabhi B.Sanghani Boys Hostel, B/h. BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No of the Firm: (as per Shop & Establishment Act) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) Food and Drugs License No: 6) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel /Mob No(s) Email ID	Period for Which the Contract Is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/S and I.T. Return		
				2015-16	2016-17	2017-18

Signature of the Tenderer  
With Stamp

Date:

S.N.	Details	Amount Rs.
1	Breakfast	
2	Lunch	
3	Dinner	
	For 1 day/1 month/ 1 year per student for 450 students	



**TENDER FORM FOR CATERING SERVICES**

**INTRODUCTION:**

Shri Durlabhbhai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd. B/h. BITS Edu Campus, N.H.# 8, Varnama, Vadodara – 391 240. The Hostel offers the residential facility to the students of the Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy and Proposed Krishna Ayurved Medical College at BITS Edu Campus managed by Shree Krishna Educational and Charitable Trust, Vadodara. This tender is intended for pure veg catering services for the 450 students of the hostel and authorized visitors in BITS Edu Campus located at N.H. # 8, Varnama, Vadodara 391240.

The term “COMPANY” shall mean Rudraksh Academy Pvt. Ltd.Vadodara, “DIRECTOR” shall mean the DIRECTOR of the Rudraksh Academy Pvt. Ltd.Vadodara and “CONTRACTOR” shall mean to whom this contract is awarded by Shri Durlabhbhai B. Sanghani Boys Hostel managed by Rudraksh Academy Pvt. Ltd to offer his services at Shri Durlabhbhai B. Sanghani Boys Hostel on contract, as per the terms and conditions mentioned hereafter.

The day to day working of Shri Durlabhbhai B. Sanghani Boys Hostel will be observed by a Committee consisting of the PRINCIPALS of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY /proposed KRISHNA AYURVED MEDICAL COLLEGE/ DIRECTOR / Rector of the Hostel/ Authorised persons.

**SCOPE:**

The Contractor is required to supply pure veg Morning Breakfast, Afternoon Lunch and Evening Dinner as per the Menu decided by the committee above mentioned to nearly 450 students of Shri Durlabhbhai B. Sanghani Boys Hostel, B/h. BITS Edu Campus. In addition to the hostelries of Shri Durlabhbhai B. Sanghani Boys Hostel, the Caterer will also cater to the needs of the Company for official work as well as to the participants in academic, technical, educational, cultural and social programs organized by the Company from time to time throughout the contract period. Tea, coffee, cold drinks, snacks and lunch shall also be supplied for the meetings, conferences, seminars and/or visits, whenever required in the premises.

## **TERMS & CONDITIONS:**

1. (a) **Rent** Rs. 50,000/- (Rs. Fifty thousand only) per month.  
(b) **Security Deposit:** Rs. 5,00,000/- (Rs. Five lacs only) for the contract period.  
(c) **Electricity:** The CONTRACTOR shall pay electricity charges during the contract period as the separate meter is installed by the company.
2. The Company is the sole absolute lawful owner of and is seized and possessed of the immovable property known as Mess at Shri Durlabhbai B. Sanghani Boys Hostel, B/h. BITS Edu Campus, N/H.# 8, Varnama, Vadodara 391 240. The Company is the sole owner of and is well and sufficiently entitled to the Mess and no other person has any right or interest therein. Annexure – I.
3. The Company has all the necessary permissions and approvals from the applicable / concerned governmental, municipal and other authorities for allowing commercial use of the Boys Hostel Mess by the CONTRACTOR for carrying out legal business abiding by the laws of the land.
4. The Contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and all other requisite licenses including the license from the Food and Drug Authorities in the State of Gujarat at his own cost from the appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time. It being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury / casualty or mishap to any employees of the Boys hostel Mess during the working hours.
5. On receipt of a request from CONTRACTOR, the Company will provide and execute such documents as may be required for applying and obtaining necessary permissions and licenses from local and Government authorities to run the business.
6. The CONTRACTOR at its own cost and charges is entitled to carry out all renovations, refurbishing and interior work in the Cafeteria. The CONTRACTOR shall be free to install any electrical devices, furniture, partition, false ceiling etc. at their own cost as may be required to run the business and shall be entitled to remove only movable devices, furniture and partition at the time of handing over the possession to the Institute. At the time of removal condition of walls/by sidings/ flooring in proper condition as at time of taking the contract.
7. The Company have paid all taxes, assessments and other outgoings payable in respect of Cafeteria up to the date and has also complied with all laws, rules and regulations.

8. The Institutes will provide on own cost one **water** connection with R. O. Plant, Chiller Plant, Water Tank - 7, Chimney with motor, Standard Drainage, Electricity Points, Tube Lights -10, Led Lamps -14, Fans - 18, Air Conditioners - 14, 7 Plug point of 5 Amps 1D, 32 points of 15 Amp 1D, 4 Industrial Plug 3d, etc. in working conditions. The Contractor will have to maintain them further during the period of contract.
9. The CONTRACTOR will have to provide sufficient sitting arrangement for minimum 250 students initially and the same should be increased as and when required.
10. The Contractor will have to make arrangement for cleanliness of hostel Mess and its surroundings to the satisfaction of the Company. The Contractor shall also be responsible for the safe and hygienic disposal of the hostel Mess waste outside the Mess as well as BITS Edu Campus.
11. The contractor shall arrange for items i.e. crockery, utensils, boilers, juice machines, cooking gas cylinders, cooking stoves etc and items of good quality as approved by the Company at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of hostel Mess.
12. The Contractor will have to provide employees in proper uniforms for service in the Mess & also for the service in the Institutes as and when required and necessary.
13. The Company and authorised persons have the right and privilege to supervise the food and beverages served in the hostel Mess. Proper care to be taken with respect to the expiry date of the beverages and food packets i.e. packed food. The Company can inspect the hostel Mess anytime during the course of contract.
14. No student should be allowed in the Mess during class hours, if found the Contractor will be penalized. The Students should be allowed for lunch only as per the respective recess between 12:00noon to 3:00pm.
15. The Contractor and its employees and authorized agents / guests will have the right to use the common area such as entrance, parking area etc.
16. The Mess shall be used for pure veg food & snacks purpose only.
17. The Mess shall be pure Vegetarian and any kind of non vegetarian item even egg items are strictly not allowed inside the hostel Mess.
18. The CONTRACTOR will not do any illegal or unlawful activity in the hostel Mess.
19. The CONTRACTOR will not store any items in the hostel Mess which is forbidden by law.
20. Only commercial LPG is to be used in the Boys hostel Mess for cooking which is to be arranged by the Contractor including gas cylinders.
21. Tea/coffee should be provided from hostel Mess (if asked for) before and after the lunch at the time of seminars, conferences any other academic, educational or social event or program conducted by the Institutes.



22. The Contractor shall employ only such persons as are declare medically fit as certified by the Government Hospital in Vadodara. No such employee shall be under the age of 18 years. Documentary evidence will be provided by the Contractor.
23. The Contractor will be fully responsible for the repair/maintenance, cleanliness breakage and damage done to the building and sanitary and any other fittings and fixtures installed in the space provided to him by the company for the purpose of cooking.
24. The Contractor shall be held responsible for treatment and compensation due to food poisoning.
25. Materials used for cooking purpose tea, coffee, spices; food stuff, vegetables etc should be of good quality only. The Company reserves the right to inspect the materials at any time.
26. The Contractor will take all the necessary precautions against fire hazards and comply with rules and regulations as laid down by the concerned local authorities and up to the satisfaction of the Company.
27. The Contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the Mess. The Contractor will have to pay the minimum wages as per Labour rules prevailing in the State of Gujarat and Government Notifications issued from time to time in this regards. EPF and Bonus etc. to be deposited as per Employees Provident Fund Act. And Bonus Act amended from time to time.
28. The Contractor will have to produce the copy of challan of the employee's provident fund to the Company on monthly basis, failure to which will be considered as indiscipline and will lead to the termination of the contract after the show cause notice.
29. The Company shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the Contractor and such persons as will be employed by the Contractor. While engaging his employees the Contractor will make these conditions clear to them categorically and in writing and their acceptance of these terms shall be communicated to the Company also.
30. The Contractor shall not entertain any orders or supply eatables outside hostel Mess as well as BITS Edu Campus.
31. The contract will be for twelve months i.e. 01.07.2018 to 30.06.2019 if not renewed in advance considered as completed. The agreement may be renewed by the Company on such terms and Conditions as may mutually be agreed upon between the parties. The Company reserves the right to repudiate the contract at any time after giving one month's notice, if the Company is not satisfied with the working of the Contractor. The decision of the Company in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.

32. The Contractor will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of hostel Mess & BITS Edu Campus. In case any of his employees indulge in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets others in doing so and it is premises immediately on receipt of written communication from the authorities will be duly acknowledged by the Contractor. The contractor will also submit the police verification of the persons employed by him for the hostel Mess. In case of any new employment the contractor will have to submit the police verification to the Company.
33. Under exceptional circumstances the Company reserve the right to change any term and condition as and when warranted.
34. In case of any dispute arising out of the interpretation of the terms and conditions of the contract, the decision unanimously taken by all three Principals / Directors / Rector of the Hostel / Authorised persons will be final and binding.
35. The Contractor is required to execute an agreement in this behalf in case the contract is awarded.
36. The Contractor will have to deposit Rs. 5,00,000/- (Rs. Five lacs only) as a Security deposit in the form of DD drawn in favour of Shri Durlabhbai B. Sanghani Boys Hostel. No interest will be paid on this amount. The same will be refunded when the contract is over and hostel Mess premises is handed over to the Company and all dues from the Contractor have been settle.
37. Once during the contract period the contractor will have to colour the Mess. All of the breakage will be updated by the contractor. If the contractor is not doing so total expenses will be deducted from the security deposit.
38. The Contractor will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
39. Upon expiry of the contract period, the said terms shall be renewed and extended by mutual consent with the same or modified terms & conditions mentioned therein for a further period of 6 months / 11 months by giving a notice of 30 days in writing to the CONTRACTOR before 10 days prior to the expiry of the Contract period with revised terms and conditions.
40. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the COMPANY, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
41. TERMINATION: The Company is entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.

42. JURISDICTION: In case of any dispute District Court of Vadodara alone will have the jurisdiction.
43. If in any case the contractor violets the terms & conditions of the contract, the Security Deposit will be forfeited and the contract will be terminated.
44. Interested CONTRACTOR need to quote the price altogether for daily morning tea/coffee/milk with breakfast, lunch and dinner – with a sweet once in a week – per student per day/per month/per year.
45. The Contractor, whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30pm in sealed cover on or before 05/06/2018 with a non refundable tender fees in form of a D.D. Rs. 10000/- in favour of Shri Durlabhbhai B. Sanghani Boys Hostel, B/h. BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, payable at Vadodara. The tenders will be opened on 08/06/2018 at 12.30p.m. at the office of Director, Shri Durlabhbhai B. Sanghani Boys Hostel, B/h. BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240.
46. The Company keeps all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

## **ANNEXTURE I**

All the pieces and parcels of premises having area of 267/31 sq. Meters consisting of three rooms namely called – The Mess kitchen, The Dining Hall, The Store Room – and The wash area Situated at , Shri Durlabhbai B. Sanghani Boys Hostel, Behind BITS Edu Campus, Varnama, NH#8, Vadodara 391 240.

To the East – Block No.

To the west – Naliya Road and BITS Edu Campus.

To the North – Trinetra Dada Bhagwan Mandir

To the south – Block No

## TRANSPORT TENDER

<b>Tender fees Non Refundable Rs.10000/- (DD/Pay Order Of Nationalized Banks only)</b>	D.D. / Pay Order No. _____ dated _____ for Rs. 10000/- (Rupees Ten thousand only) Non Refundable drawn on H.D.F.C. Bank, Manjalpur, Vadodara in favour of BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, Vadodara-Mumbai N.H.# 8, Varnama, Vadodara 391 240 Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No of the Firm: (as per Shop & Establishment Act) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Existing total passenger vehicles owned in the name of agency/firm/company (attached registration certificates and insurance)	Please attach the list of Vehicles as per Annexure - I

8. List of the present and the past clients in the following format. The information provided will facilitate evaluation of technical Bid. (Please use separate sheet if required without changing the format) please attach Client's Certificate / Work Orders etc clearly giving period of contra.

Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation Of the Contact Person with Tel / Mob No(s) Email ID	Period for Which the Contract Is/was awarded	No. Of Passenger Vehicles Deployed by Your firm onsite	Vehicle Make And name	Monthly Basis/call basis

9. Turnover in the field of providing passenger vehicles on hire basis done during the last three years (Please submit documentary evidence i.e. extract of Profit and loss account, Balance Sheet & income tax return filed)

Financial Years	2015-16	2016-17	2017-18
Details of Gross annual turnover (Rs. In lac)			

Signature of the Tendered  
With Stamp

Date:

**Annexure - I**

Sr. No.	Name of the Vehicle	Registration No.	Year of Manufacturing	Seating capacity

**Annexure – II** Details of Pick up points

Group	Details of Pickup Points	Rate per student Per Year (Rs.)
1	DAWAT,DEEP CHAMBER,SUN CITY CIRCLE,DARBAR CHOKDI,SAI CHOKDI,RAMESH PATEL,VRAJDHAM TEMPLE,SARASWATI, TULSIDHAM CHARRASTA,KABIR COMPLEX,INDRA COMPLEX,SILVER COINT,AKASH WANI, DAIRY,MAKBARA,TARSALI MARKET,DARSHANM ANTICA,SHANTI NAGAR,GANGASAGAR,UNADDEEP,AKASHGANGA, SUSEN,NOVINO,MAKARPURA,RAMBAUGH,MANEJA,GAYATRI,VADSAR PETROLPUMP/BRIDGE,JUPITER CHAR RASTA.	
2	NAYAYMANDIR,DANDIABAZAR,MARKETPOLICESTATION,BAGIKHANA, TOPE,UMA,JAVERNAGAR,SUVARNLAXMI,KRISHNAPARK, VAIKUNTH 1, VRUNDAVAN CHAR RASTA,VAIKUNTH 1,WADHODIYA CHOKDI, PARIVAR,GURUKUL,GOKULESH,SOMATALAV,M M VOHRASHOWROOM, AURVEDIC,SRIRANG,KALADARSAN,GAJARAWADI,VIHAR FAME, PRATAPNAGAR,BAPOD,KAPURAI CHOKDI.	
3	CHHANI-TP-13, FIREBRIGADE,PAYAG CHOKDI,CHHANIJAKAT NAKA, MILITARY BOYS HOSTEL,NIZAMPURA BUS DEPO,DELUX,GHELANI PETROL PUMP,FATEHGUNJ POST OFFICE,FATEHGUNJ PETROL PUMP,ROSEY SCHOOL,RAILWAY STATION,KALA GHODA,MAHARANI NURSING HOME,EME CIRCLE,L&T CIRCLE,VIRNAGAR,BRIGHT SCHOOL,AMITNAGAR CIRCLE,HARNI TALAV,GADA CIRCLE,HARNI TALAV,AIRPORT CIRCLE,SAIDEEPANAGAR,KHODIYARNAGAR,SUPER BAKERY,SARDAR ESTATE,JEEVAN BHARTI,MUKTANAND, AMRAPALI,AMBALAL PARK,KARELIBAUG WATER TANK,SANGAM CHAR RASTA,GANDHIPARK,ASHIRWAD SOCITY,MOTINAGAR (WARSIYA RING ROAD),MAHAVIR HALL,NAVJIVAN,VINAY, KAMLAPARK,YOGESHWAR TOWNSHIP,AJWA BYPASS.	
4	REFINERY GATE NO 1,IPCL TOWNSHIP,UNDERA,PANCHVATI,SAHYOG, GORAWA ITI,GORAWA HOUSING BOARD,GENDA CIRCLE,RACE COURSE CIRCLE,ACHARYA NURSING HOME,HIGH TENSIO ROAD JAIN MANDIR, GOLDENSILVER,ELLORAPARK,INOX,NATUBHAICIRCLE,CHAKLICIRCLE, MALHARPOINT,PIZZA IN,HAVELI,GAI CIRCLE,AKOTA STADIUM, MUJMAHUDA,GUJRAT TRACTOR,HAVMORE CIRCLE,MANISHA CHOWKDI,GAJANAND,DEVDEEP,AKANSHA DUPLEX,SAMTA,ZANSI KI RANI,RAJESH TOWER,HARINAGAR PANI TANK,PRATHAM COMPLEX, NARAYAN GARDEN,YASH COMPLEX,BANSAL MALL,THE NEST, JALARAM,APEKSHA PARK SWAMINARAYAN MANDIR,RANESHWAR PETROL PUMP	
5	BHAYLI JAKATNAKA,BRIGHT DAY,SHAKTIDHAM,VASNA JAKATNAKA,KALYAN PARTY PLOT,RANESHWAR PETROL PUMP, PATRAKAR,BASERA,JP POLICE STATION NEW,SUN PHARMA SBI,BHIM TALAV,AKSHAR CHOWK,PADRA DEPO,SAGMA,SAMIYALA,BIL,BANKO,NARAYAN VADI,KHATI AMBLI,ATLADRA,TRANSPECK,KALALI.	
6	<b>BHARUCH</b>	



B I T S  
INSTITUTE OF PHYSIOTHERAPY  
B A B A R I A  
INSTITUTE OF PHARMACY  
INSTITUTE OF TECHNOLOGY

BITS Edu Campus, Vadodara - Mumbai NH # 8, Varnama, Vadodara - 391 240, (Guj.), INDIA. Phone : +91-265-2303991 (FAX) +91-265-2359999

## TRANSPORT TENDER SERVICES

AT BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240

Phone No. 0265 – 2303991 / 2 / 3

### **INTRODUCTION:**

BITS Edu Campus at N.H.# 8, Varnama, Vadodara 391240 managed by Shree Krishna Educational and Charitable Trust, Vadodara comprises of four Institutes namely Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy, proposed Krishna Ayurved Medical College and Matrusri Davalba Ayurved Hospital. This tender is intended for the transportation services for the near about 2500 students, staff, patient and authorised visitors in BITS Edu Campus located at N.H. # 8, Varnama, Vadodara 391240.

The term “Institutes” shall mean the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY AND KRISHNA AYURVED MEDICAL COLLEGE. “PRINCIPAL” shall mean the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE and “CONTRACTOR” shall mean the person to whom this contract is awarded by BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY AND KRISHNA AYURVED MEDICAL COLLEGE to offer his/her services of transportation for the students, staff, patients, and authorised visitors of the campus on contract, as per the terms and conditions mentioned hereafter.

The day to day working of the transport will be observed by a Committee consisting of the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY AND proposed KRISHNA AYURVED MEDICAL COLLEGE.

### **SCOPE:**

The Contractor is required to provide 60 / 56 / 50 Seater Bus and 42 / 40 / 32 to 36 Seater Mini Buses to meet the need of performing it’s role regarding daily pick-up and drop facilities from different Pick-up Points of Vadodara to BITS Edu Campus at Varnama for students, staff and authorised visitors of the campus as per the scheduled timings and routes desired and required by BITS Edu Campus.



## **TERMS AND CONDITIONS OF THE TENDERS & GENERAL INFORMATION**

Please read the following Terms & Conditions carefully before filling up the Tender Document. Incomplete Tender will be rejected.

- 1) The contract shall be initially for a period of one year and may be extended for a further period subject to satisfactory performance at the discretion of competent authority of BITS Edu Campus on the same terms and conditions or with some addition / deletion / modification for a further period of maximum up to 3 years.
- 2) The contracting agency / firm / company shall provide the service continuously as per the award of contract. In case of discontinuation of services by the contractor in the middle of the period or non-satisfactory services, breach of any terms and conditions of the contract, non compliance of the orders of competent authority, etc. the contractor shall be liable for necessary legal action and the contracting agency / firm / company shall also forfeit their security deposit.
- 3) The Principal / The Campus Director, BITS Edu Campus reserves the right to terminate the contract at any time without assigning any reasons by giving a one month notice to the contracting agency / firm / company.
- 4) The contracting agency / firm / company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency without prior written consent of BITS Edu Campus.
- 5) The contracting agency / firm / company shall abide by the rules and regulations of RTO, Govt. Of Gujarat / India particularly applicable to the business.
- 6) The contracting agency / firm / company shall get suitable instructions from the Principals of all the Institutes / Designated official of BITS Edu Campus and shall provide the services promptly as per requirement. The contracting agency / firm / company should be in a position to supply additional vehicles on short notice as and when required.
- 7) The contacting agency / firm / company shall also abide by the relevant Rules and regulations to engage drivers on the vehicles provided on BITS Edu Campus site and will obtain requisite licenses, sanctions & permits which should valid during the tenure of contract.
- 8) The contracting agency / firm / company shall run its vehicles from the Pick-up Points / Routes as mentioned in Annexure-II. The contracting agency / firm / company shall offer their rates in the column mentioned in Annexure-II and shall be responsible for collection of transportation fees from the students and staff. The fees to be collected from the students and staff will be decided by the successful bidder by negotiation with the management / authorised persons from the BITS Edu Campus.
- 9) The contracting agency / firm / company shall provide immediate replacement for the breakdown vehicle with same level of vehicle.
- 10) The vehicles to be supplied should be in excellent condition mechanically as well as get up wise i.e. outer look / upholstery etc. Should be decent looking and are well maintained during the contract period. The vehicles used on BITS Edu Campus site should not be older than two years at any point of contract.

- 11) In case a vehicle is requisitioned and the same does not reach at the designated time and place, BITS Edu Campus will be free to call required vehicle from any other supplier from open market and the expenses on this account will be deducted from the security deposit with penalty of Rs. 1000/- ( Rupees one Thousand only ) for each incident.
- 12) The BITS Edu Campus may make arrangements for parking place in general but in any case it is not sufficient the contracting agency / firm / company will have to arrange for parking on its own way.
- 13) The drivers of the vehicles deployed on the BITS Edu Campus site should be fully conversant with the routes of Gujarat State and should possess valid driving license in his name. The drivers must wear decent uniform while on duty, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him. In the event of misbehaviour / bad performance on the part of drivers, BITS Edu Campus may impose penalty as deemed fit on the contracting agency / firm / company including replacement of driver.
- 14) The contracting agency / firm / company shall deploy Drivers on BITS Edu Campus site only after police verification. All drivers deployed on BITS edu campus site will carry Identity card issued by the contracting agency / firm / company.
- 15) The contracting agency / firm / company and the BITS Edu Campus shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the court of law within its jurisdiction of the Vadodara city. The resultant contract will be interpreted under Indian Laws.
- 16) In case, the drivers deployed by the successful agency / firm / company commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the contracting agency / firm / company shall be liable to take appropriate disciplinary action against such drivers, including their removal from BITS Edu Campus site, if required then by BITS Edu Campus.
- 17) Upon receiving necessary orders from the competent Official of BITS Edu Campus, the contracting agency / firm / company shall immediately replace any of its drivers who are found unacceptable to the BITS Edu Campus.
- 18) The contracting agency / firm / company shall assign a supervisor who shall be responsible for immediate interaction with BITS Edu Campus so that optimal services could be availed without any disturbance. The supervisor should be available round the clock on his direct telephone (office as well as residence) so as to respond the call for service in emergency cases. The supervisor should be accessible on holidays / Sundays also for satisfying BITS Edu Campus vehicle requirements.
- 19) All charges towards repairs / servicing, salary of the driver, petrol expenses, any other incidental expenses on operations & maintenance of the vehicles deployed on BITS Edu Campus site shall be borne by the contracting agency / firm / company.

- 20) The vehicles deployed on BITS Edu Campus site should be insured in all respect by the contracting agency / firm / company. In case of any accident or theft etc. all the claims arising out of it will be met by the contracting agency / firm / company. BITS Edu Campus shall not be liable in any matter whatsoever.
- 21) Vehicles deployed on BITS Edu Campus site with the driver shall be at the disposal of BITS Edu Campus only as and when required. BITS Edu Campus shall be free to use the hired vehicles in any manner for carrying officials, etc. as per its requirements and the contracting agency / firm / company shall not have any objection to it.
- 22) Vehicles supplied by the contracting agency / firm / company will be regularly inspected by nominated officers for the purpose and in case of non – compliance of any of the conditions, if brought to the notice of the Inspecting Officers by the users, a penalty of Rs. 1000/- to Rs. 5000/- will be imposed on the severity of the case.
- 23) BITS Edu Campus will not be responsible for any kind of fine / challan on account of violation of traffic rules, damage or accident to the vehicle or to any other vehicles or injury / loss to any driver and the contracting agency / firm / company will settle such issues on their own at their own cost. Damage / loss to the BITS Edu Campus official will be recovered from the contracting agency / firm / company.
- 24) The contracting agency / firm / company shall ensure that vehicles and drivers of the vehicles provided on BITS Edu Campus site are not changed. Frequent changes of the vehicles and drivers will not be permitted. In case of change, the contracting agency / firm / company will educate the driver to be replaced about BITS Edu Campus requirements.
- 25) It shall be responsibility of the contracting agency / firm / company to meet transportation, food, medical and any other requirements in respect of the drivers engaged by it at BITS Edu Campus. BITS Edu Campus shall have no liabilities in this regard.
- 26) For all intents and purposes the contracting agency / firm / company shall be “Employer” within the meaning of different Labour Legislations in respect of the drivers employed and engaged at BITS Edu Campus site. The drivers deployed by the contracting agency / firm / company at BITS Edu Campus shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against BITS Edu Campus.
- 27) The contracting agency / firm / company shall be solely responsible for the payment of the service tax, employee’s provident fund, and all the other taxes in regards to the employee of the agency / firm / company. The contracting agency / firm / company shall submit the copy of such challan to the authorised person of the BITS Edu Campus at regular intervals during the contract period.
- 28) The contracting agency / firm / company shall be solely responsible for the redressed of grievances / resolution of disputes relating to drivers engaged by them at BITS Edu Campus site. BITS Edu Campus shall, in no way responsible for settlement of such issues.
- 29) The contracting agency / firm / company shall provide ID card, two sets of uniforms and two sets of shoes to the staff deployed at BITS Edu Campus.

- 30) BITS Edu Campus shall not be responsible for any damages, losses, theft, claims, financial or other injury to any drivers deployed by the contracting agency / firm / company in the course of their performing the functions / duties, or for any payment as compensation.
- 31) The drivers deployed by the contracting agency / firm / company shall not claim nor shall be entitled for pay, perks and other facilities from BITS Edu Campus. On termination of contract on its expiry or otherwise, the staff engaged by the contracting agency / firm / company shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in BITS Edu Campus.
- 32) The contracting agency / firm / company will be responsible for compliance of all statutory provisions relating to Minimum Wages, working hours, etc. in respect of the drivers deployed by it at BITS Edu Campus site.
- 33) The contracting agency / firm / company shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to BITS Edu Campus to concerned tax collection authorities from time to time as per existing rules and regulations on the matter.
- 34) In case, The contracting agency / firm / company fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof BITS Edu Campus is put to any loss / obligation, monetary or otherwise, BITS Edu Campus shall be entitled to get itself reimbursed out of the security deposit to the extent of the loss / obligation in monetary terms.
- 35) The agency / firm / company shall submit along with "Technical Bid" the type of passenger vehicles owned by them as per Annexure - I, as mentioned below.

### **Annexure - I**

Sr. No.	Name of the Vehicle	Registration No.	Year of Manufacturing	Seating capacity

- 36) The contracting agency / firm / company will have to make an agreement with PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY AND proposed KRISHNA AYURVED MEDICAL COLLEGE. Broadly covering scope of work, requirements, terms and conditions of the services to be provided to the BITS Edu Campus on a judicial stamp paper of Rs. 500/- or as per the prevailing requirement, the cost of which will be borne by the contracting agency / firm / company.
- 37) The contracting agency/firm/company will also have to provide everyday Pick-up & Drop facility throughout a day to the patients and their care takers visiting and consulting Matrushi Davalba Ayurved Hospital across the entire Vadodara city, Bharuch and surrounding areas on daily basis.

38)The contracting agency / firm / company will have to submit the demand draft of security deposit mentioned as below:

Sr. No.	No. Of Buses	Security Deposit (Rs. In Lac)
1	Buses 1 to 7	Rs. 10,00,000/-
2	Buses between 7 to 20	Rs. 20,00,000/-
3	Buses more than 20	Rs. 21,00,000/-

39)The contracting agency / firm / company will have to put the logo and name of the Institute(s) on the front and rear sides and also on the both sides of the vehicles as per the suggestion of the management / authorised persons from the BITS Edu Campus.

40)BITS Edu Campus reserves the rights to cancel the contract at any time without assigning any reasons whatsoever. BITS Edu Campus also reserves the right to accept any tender or reject any tender or reject all the tenders.

The agency / firm / company whom the above terms and conditions are acceptable, shall submit the complete tender form along with the Annexure – I and II to this office by 4.30 p.m. in sealed cover on or before 05/06/2018 with a demand draft of Rs. 10000/- in favour of BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N. H. # 8, Varnama, Vadodara 391240, payable at Vadodara as Non Refundable Tender Fees. The tenders will be opened on 07/06/2018 at 10.30 a.m. at the office of PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240.

**TENDER FORM FOR STATIONARY AND XEROX SERVICE**  
 AT BITS Edu Campus N.H.#8, Varnama, Vadodara – 391 240.

Tender fees Non Refundable Rs.5000/- (DD/Pay Order of Nationalized Bank only)	DD/Pay Order No._____ dated _____for Rs. 5000/- (Rs. Rupees Five thousand only) (Non Refundable) drawn on H.D.F.C. Bank, Manjalpur, Vadodara in favour of BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No of the Firm: (as per Shop & Establishment Act) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No.: 5) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel/Mob No(s) Email ID	Period for Which the Contract Is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/S and I.T. Return		
				2015-16	2016-17	2017-18

## TENDER FOR STATIONARY AND XEROX SERVICES

At BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240

### **INTRODUCTION:**

There are two stationary stores at the BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240. (1.) “**Technology**” (2.) “**Pharmacy & Physiotherapy**”. This tender is intended for the stationary and Xerox services for the Four Institutes named BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY AND proposed KRISHNA AYURVED MEDICAL COLLEGE and the students of the above mentioned colleges managed by Shree Krishna Educational and Charitable Trust, at BITS Edu Campus located at N.H.# 8, Varnama, Vadodara 391240.

### **SCOPE:**

The Contractor is required to supply the stationary materials and Xerox copying services and also printing and binding services to at least 3600 students and approximately 475 staff members. The Contractor will also provide the services of Xerox and Stationary to the Admin and Academics departments of the Campus.

The offers should be submitted in a sealed covers one super scribed “Tender for Stationary Shop”. The last date of submission of Tender is 05/06/2018 **on or before 04.30 pm**. The Tender shall be opened at **10.30 am** on 09/06/2018 in the presence of attending tenderers or their authorized representatives.



## INFORMATION OF THE TENDERER

1. Name of the Tenderer and Agency :.....

2. Details of the Tender Fees. Rs. 5000/- (Rupees Five Thousand only )

D.D./Pay order No.....

Issuing Bank.....

3. Details of Experience in the similar Field (Attach copies from the Agency)

S.N.	PERIOD		ORGANIZATION	DETAILS OF STATIONARY SERVICES
	FROM	TO		

4. Infrastructure available with the Agency ( YES/No)

1. Photocopy Machine (B/W & Colour )
2. Computer (with latest Hardware and Software)
3. Laser Printer(B/W & Colour)
4. All Office, Academic and students stationary :
5. Binding Machine (with all Binding Materials):
6. Any other information :

5. PAN Card No. of Tenderer :

6. Registration No :

7. Contact No.:

8. Mobile No. :

9. Address :

**Terms and Conditions For the award of 'Stationery Shop Contract' for BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240.**

1. The Tenderer can submit one tender for each shop and can also submit the tender for both the shops. Tender fees, security deposit and rent will be separate for both the shops.
2. The Tenderer will have to take prior permission to print any materials using logo of the BITS Edu Campus or any of the Institutes.
3. The contractor should be ensured that the items listed as per Annexure-I shall be available at the Stationery Shop and rates of the items will be mutually decided by contractor and the BITS Edu Campus Authority. Rates should not be charged more than the prevailing Market Rate/MRP.
4. Tender should be submitted in official tender format obtained from the website only. If submitted in any other format the same shall be summarily rejected.
5. The schedules issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications/alterations of the schedules considered necessary by the tenderer should be in the separate letter accompanying the tender.
6. No paper shall be detached from the tender.
7. The name and address of the tenderer shall be clearly written in the space provided and no overwriting, corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
8. The tender is liable to be ignored if complete information is not given there in or if the particulars and date (if any) asked for in the Schedule to the tender are not filled in.
9. Individual signing the tender or any other documents pertaining to the tender must specify whether he signs as :
  - a. A sole proprietor of the concerned or constituted attorney of such sole proprietor.
  - b. A partner of the firm if it is a partnership firm, In that case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
  - c. Director or Principal Officer duly authorized by the Board of Directors of the company.
  - d. In case of (9-b) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other relevant documents must be signed by all the partners of the firm. In case of (9-c) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.

10. The tender submitted in sealed envelopes mentioned "Tender for Stationery Shop" addressed to the Campus Director, BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240
11. A demand draft of Rs.5000/- (Rupees Five thousand only) per shop is required to be deposited as a Tender Fees in favour of "Babaria Institute of Technology" and/or "Babaria Institute of Pharmacy" payable at Varnama.
12. Late tenders will not be considered.
13. BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240 reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons.
14. The contractors shall be responsible for engaging adequately trained manpower required for providing good Stationery Services in the Institute and arrange payment to the staff engaged as per Labour laws, minimum wages Act. PF, ESI, & Service Tax provisions etc.
15. The employees of the Contractor should possess sound health and be free from any bad habits, diseases, especially contagious and frequently recurring diseases and they should preferably wear uniform while on duty. The contractor will, prior to the commencement of the operation of contract, make available to BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240 to the particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address and the police verification report for the employees, should be enclosed.
16. The contractor shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labour Laws of GUJARAT State in force and all statutory dues to the persons employed by him. The Contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations. No child labours shall be permitted by BITS Edu Campus, under this contract. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligations regarding the personnel / labour, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is imposed against BITS Edu Campus, the contractor shall be required to reimburse to BITS Edu Campus, any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240 also reserves all the rights to deduct these amounts from the payment due to the contractor while settling the payments.
17. The contract shall remain valid up to one year from the date of contract and it may be renewed on mutually acceptable terms and conditions. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240 may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract. BITS Edu Campus' decision that a breach has occurred will be final and shall be accepted without demur by the contractor.

18. The contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions give by any statutory authority with regard to safety, labour laws or any other laws both Central & State in force in the state of GUJARAT including registrations with Provident Fund, Copy Right-Acts, Employees State Insurance, etc. An attested copy of all such statutory registrations shall be enclosed to the tender. The contractor shall comply with all the statutory regulations on control and regulation of piracy issued and revised from time to time.
19. The contractor shall be responsible to maintain the premises of the building, equipment and other articles supplied by the BITS Edu Campus in good condition. In case of any damage, they shall be responsible to carry out the repairs without any delay to avoid any interruption in services. Entire cost of repairs shall be borne by the Contractor himself. In case of theft or damage, contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
20. BITS Edu Campus shall in no way be responsible for any default with regard to statutory obligation and the contractor will indemnify BITS Edu Campus in case of any damage, which may arise on account of action of contractor.
21. Services to be provided by contractor are indicated in the Annexure-II attached.
22. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the BITS Edu Campus, N.H. # 8, Varnama, Vadodara – 391 240.
23. Tender shall be accompanied by the relevant documents including the following :-
  - (i) Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing / has provided Stationery.
  - (ii) Deployment pattern of staff proposed and other details for the efficient satisfactory performance of the contract.
  - (iii) Certificates supporting all statutory registrations.
24. The contractor will follow the instructions of designated officers of BITS Edu Campus and report to him every month to make checks on day to day activities of the services rendered. The contractor shall extend full co-operation to the designated officer from time to time.
25. On termination of the agreement, the contractor will hand over the building, all the equipments/articles as supplied by the BITS Edu Campus in good working condition back to BITS Edu Campus.
26. Extreme care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired/replaced by the contractor at his cost, failing which the same will be got done at his risk and cost and the same will be recovered from the Security Deposit. The decision of the Designated Officer shall be final and binding on the contractor.
27. All work shall be carried out with due regards to the convenience of BITS Edu Campus. The orders of the concerned authority shall be strictly observed.

28. The contractor will work in closed co-operation and co-ordination with other agencies working at site.
29. The contractor has to deploy adequate number of trained and professional staff who has to work during holidays, late hours and Sundays as well according to the requirement and convenience of BITS Edu Campus and the occupants, while ensuring weekly offs of his/her employees as per statutory requirements.
30. The contractor shall be fully responsible about the conduct of his employees and shall ensure that their behaviour with the students, residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to immediately remove the person concerned and engage a new one within (48) hours of intimation. The decision of the Designated Officer in this regards shall be final and binding on the contractor.
31. BITS Edu Campus is not bound to provide any mode of transport in respect of men or material required for the contract.
32. The contractor shall at all times indemnify and keep indemnified the Principal Employer, the Head of the Officer and its officers, servants and agents for and against all third party claims whatsoever (including time not limited to property loss and/or damage, personal accident, injury or death of and/or property and/or person of any sub-contract and/or the servants and/or agents of the contractor any sub-contractor(s) and/or the owner and the contractor shall at his own cost and initiative at all times, maintain all liabilities under workman's Compensation Act/Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act and/or their Industrial Legislation from time to time in force.
33. The payment towards supply of Office stationery items to Office and Academic Stationery to Academic Departments shall be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of the statement indicating department-wise amount. The original requisition Slip duly signed by Head of the Departments should also be attached with all the bills. Income Tax (TDS), as applicable at prevailing rate will be deducted at source.
34. The contractor shall deposit Rs.1,00,000/- (Rupees One Lac Only) per shop as a Security Deposit with BITS Edu Campus. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to BITS Edu Campus.
35. The Contractor shall pay monthly rent Rs.10000/- (Rupees Ten thousand only) for each shop.
36. BITS Edu Campus will provide separate electric meter to each shop and the electricity bill will be paid by the contractor after every bill from the electricity board.
37. The contractor shall get both the shops coloured during the contract period as per suggestion by the BITS Edu Campus. If the contractor is not doing so the expenses shall be deducted from the security deposit.
38. The contractor shall also bear expenses towards the breakage to the shops if there is any, otherwise it will be recovered from the security deposit.

39. The workmen employed by the contractor shall be directly supervised and controlled by the contractor. BITS Edu Campus shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against BITS Edu Campus for service or legalization of services by virtue of being employed at BITS Edu Campus against any temporary or permanent posts at BITS Edu Campus.
40. The contractor shall ensure that either he himself or his representative is available for proper Administration and supervision at the works.
41. The location may be changed from time to time as per the convenience of BITS Edu Campus keeping it's academic requirements as their utmost priority. The place and its interior so identified for locating the services has to be suitably designed and modified by the contractor at his own cost. The interiors so created by the contractor for offering Office and Academic and Students stationery will have to be dismantled and taken away by the Contractor at the termination of contract and clear site along with the fixtures and fittings have to be handed over to BITS Edu Campus in the same condition.

The agency/firm/company to whom the above terms and conditions are acceptable, shall submit their complete tender form along with the Annexure to this office by 4.30p.m. in sealed cover on or before 05/06/2018 with demand draft Rs. 5,000/- (Rs. Five thousand only) per shop in favour of BABARIA INSTITUTE OF TECHNOLOGY/BABARIA INSTITUTE OF PHARMACY, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, payable at Vadodara as "Tender Fees". The tenders will be opened on 09/06/2016 at 10.30 a.m., at the BITS Edu Campus, N.H.#8, Varnama, Vadodara – 391 240.

**Annexure I**  
**Price of Stationary and Xerox**

Sr.No.	Particulars	Qty	Make	Price
1	Libra Pro - Circle 360	1		
2	Protractor	1		
3	Mini drafter Omega	1		
4	S. Square Omega (Set)	1		
5	Stencil 3in1 (4-6-8)	1		
6	0.5 Pencil faber Castell	1		
7	0.5 Pencil Camlin	1		
8	0.5 Pencil Cello	1		
9	0.5 Pencil Cello	1		
10	0.5 Pencil Artline	1		
11	S. Square Khyati (Set)	1		
12	D. Sheet with print	1		
13	F.S. Note Book 70 Pages	1		
14	F.S. Note Book 90 Pages	1		
15	F.S. Note Book 120Pages	1		
16	F.S. Note Book 180 Pages	1		
17	F.S. Note Book 200 Pages	1		
18	BIT page multi colour print 70GSM-with Packing	90		
19	Graph- 70 GSM multi colour printing	1		
20	Index-70 GSM multi colour printing	1		
21	Certificate-70 GSM multi colour printing	1		
22	Xerox (B to B Paper)	1		
23	Print B & W (100 GSM)	1		
24	Colour Print (100GSM)	1		
25	Spiral Binding (A/4)	1		
26	Lamination (A/4)	1		
27	Eng. Compass Box	1		
28	Eng. Compass Box	1		
29	Eng. Compass Box	1		
30	Eraser	1		
31	Sharpener	1		
32	Drawing Clips Plastic	01Pkt.		
33	Drawing Clips Steel	01Pkt.		
34	Sketch Book(A/3Size) Title- Multi Colour every Page Print	40Pages		
35	Sheet Container	1		
36	Books			
37	File	1		
38	File	1		
39	File Folder	1		
40	File Folder	1		
41	Plastic Folder	1		
42	Plastic Folder	1		
43	Leg. Page S.P. Binding	1		
44	A/3 S.P. Binding	1		
45	Pen	1		
46	Fevi Stick	1		
47	Fevi Kwik	1		
48	Institute Xerox A/4	1		
49	Institute Xerox Legal	1		
50	Institute Xerox A/3	1		
51	Print A/4 (Colour)	1		
52	Print Legal (Colour)	1		
53	Print A/3 (Colour)	2		

## Annexure II

### **SERVICES TO BE PROVIDED to BITS Edu Campus by the Contractor of the Stationery**

#### **Shop/s :**

During the continuance of the Contract of Stationery shop the agency/contractor shall take over every responsibility for providing all the stationery items (As per enclosed Annexure-I) and photocopy Service.

The scope of service to be rendered under this agreement includes the following :

1. To run the Office, Academic and Students stationery (As per enclosed Annexure-I) by making his own investment and stock and sell all the items relating to stationery supply as per the requirements of BITS Edu Campus authorities and students specified from time to time.
2. To provide the stationery and services to BITS Edu Campus staff and students at competitive rates. This shall not be more than the MRP and Market Rate.
3. To upgrade the service as per the technological developments taking place in the areas of computer hardware, Xeroxing, binding, etc.
4. To provide access to the committee constituted by BITS Edu Campus for monitoring the quality, specification and rates and act as per the advice and instructions of the said committee/management of BITS Edu Campus.
5. To display the rates of all major items and photocopy charges in the shop.
6. The contractor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the shop.
7. The payment for the monthly bills towards supply of Office Stationery (As per Annexure-I) shall be supported by authorization for supply of such services and will be settled within a month of submitting the bills in duplicate. TDS will be deducted as per Income Tax Rules in force.
8. The contractor is required to obtain all local licenses for running the stationery and photocopy zone as per the requirement of statute in force and revise from time to time.
9. The contractor shall indemnify BITS Edu Campus against any liability towards non compliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of BITS Edu Campus.
10. The contractor shall disburse wages to the staff deployed in the stationery shop as per the prevalent minimum wages fixed by the Govt. of GUJARAT besides fulfilling all other statutory obligations of PF, ESI Service Tax etc.



11. To ensure security of moveable and immovable property of BITS Edu Campus premises handed over against theft or damage.
12. Subletting of contract shall not be permitted.
13. The Xerox copier and Printer machine, shall be of reputed brands like Modi, Xerox, Canon, Godrej having latest configuration and not older than one year.
14. BITS Edu Campus administration & students shall have freedom to procure stationery items from open market.
15. BITS Edu Campus will not be responsible to provide any residential accommodation to personnel deployed by the contractor.

**UNDERTAKING BY THE TENDERER**

We have carefully gone through all above terms and condition for provision of stationery shop at BITS Edu Campus. We agree to all these conditions and offer to provide Services at BITS Edu Campus. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. We have inspected the Institute premises, and have acquainted ourselves with the tasks for providing of stationery, xerox and printing before making this offer. We hereby sign this undertaking in token of our acceptance of conditions listed above.

Place

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No : \_\_\_\_\_

**CENTRAL CAFETERIA TENDER**

**AT BITS Edu Campus**

Tender fess Non refundable Rs.10000/- (DD/Pay Order of Nationalized Bank only)	DD/Pay Order No._____ dated _____ for Rs. 10000/- (Rs. Rupees Ten thousand only) (Non Refundable) drawn on H.D.F.C.Bank, Manjalpur, Vadodara) in favour of BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240, Payable at Vadodara.
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<b>AGENCY / FIRM / COMPANY PROFILE</b>		
Sr.	Required Information	Description
1	Name of the Agency / Firm / Company	
2	Address of the Agency / Firm / Company	
3	Legal Status (Individual, Proprietary, Partnership Firm, Limited Company, Corporation, etc.)	
4	Name, Designation and Telephone Nos. /Mob No. Of the Proprietors / Owner/Directors Fax No: Mail ID:	
5	Month and Year of Commencement of Business.	
6	Statutory Details (Photocopies to be Attached) : 1) Registration No of the Firm: (as per Shop & Establishment Act) 2) PAN No: 3) GST Registration No.: 4) P.F. Registration No: 5) Food and Drugs License No: 6) ESI	
(Attested Photocopy of all the above documents should be attached)		
7	Man Power Resource Available	

8. List of the present and the past clients in the following format. Please attach Client's Certificate / Work Order etc clearly giving period of Contract.

Sr. No.	Name of the Organization With complete Postal address	Name and Designation of The Contact Person with Tel / Mob No(s) Email ID	Period for Which the Contract Is / was awarded	Payment received for the years Please submit documentary Evidence i.e. extract of P&L A/c, B/S and I.T. Return		
				2015-16	2016-17	2017-18

Date:

## **CENTRAL CAFETERIA TENDER**

### **AT BITS Edu Campus N.H. # 8, Varnama, Vadodara – 391 240**

#### **INTRODUCTION:**

Central Canteen – Cafeteria exists in the premises of the BITS Edu Campus at N.H. # 8, Varnama, Vadodara 391240 managed by Shree Krishna Educational and Charitable Trust, Vadodara. This tender is intended for pure veg catering services for around 3600 students, 475 staff, authorized visitors in BITS Edu Campus and also for the patients and care takers accompanying them visiting Matrusri davalba Ayurved Hospital located at N.H. # 8, Varnama, Vadodara 391240.

The term “Institutes” shall mean the BABARIA INSTITUTE OF TECHNOLOGY, BABARIA INSTITUTE OF PHARMACY, BITS INSTITUTE OF PHYSIOTHERAPY, MATRUSHRI DAVALBA AYURVED HOSPITAL and proposed KRISHNA AYURVED MEDICAL COLLEGE. “PRINCIPAL” shall mean the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE and “CONTRACTOR” shall mean the person who is awarded this contract by BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BITS INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE managed by Shree Krishna Educational and Charitable Trust to offer his service at the Cafeteria of the campus on contract, as per the terms and conditions mentioned hereafter.

The day to day working of the Cafeteria will be observed by a Committee consisting of the PRINCIPAL of the BABARIA INSTITUTE OF TECHNOLOGY / BABARIA INSTITUTE OF PHARMACY / BABARIA INSTITUTE OF PHYSIOTHERAPY and proposed KRISHNA AYURVED MEDICAL COLLEGE.

#### **SCOPE:**

The Contractor is required to supply tea, coffee, beverages, cold drinks, pure veg lunch and snack etc. to nearly 3600 students and 475 employees of BITS Edu Campus. In addition to the regular employees of BITS Edu Campus, the Cafeteria will also cater to the needs of the authorized visitors to the Institutes for official work as well as to the participants in academic, technical, educational, cultural and social programs organized by the Institutes from time to time throughout the contract period. Tea, coffee, cold drinks, snacks and lunch shall also be supplied for the meetings, conferences, seminars and/or visits, whenever and wherever required in the premises.

## **TERMS & CONDITIONS:**

1. (a) **Rent** Rs. 65000/- (Rs. Sixty Five thousand only) per month.  
(b) **Security Deposit:** Rs. 5,00,000/- (Rs. Five lacs only) (Refundable) for the contract period.  
(c) **Electricity:** The CONTRACTOR shall pay electricity charges during the contract period as the separate electric meter is installed by the Institute.
2. The Institutes are the sole absolute lawful owner of and is seized and possessed of the immovable property known as Cafeteria at BITS Edu Campus, N/H.# 8, Varnama, Vadodara 391 240. The Institutes are the sole owners of and are well and sufficiently entitled to the Cafeteria and no other person has any right, title or interest therein. Annexure – I.
3. The Institutes have all the necessary permissions and approvals from the applicable / concerned governmental, municipal and other authorities for allowing commercial use of the Cafeteria by the CONTRACTOR for carrying out legal business abiding by the laws of the land.
4. The Contractor shall obtain license under the Contractor Labour (Abolition and Regulation) Act 1970 ( hereinafter referred as the Contractor Labour Act ) and all other requisite licenses including the license from the Food and Drug Authorities in the State of Gujarat at his own cost from the Appropriate Authorities and comply with the terms and conditions of the license(s) and all other relevant and necessary provisions of the Contractor Labour Act and the Rules framed there under all such other provisions of laws in any enactment or otherwise laid down by any authority from time to time, it being clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the Contractor. The Contractor shall be fully responsible for any compensation etc. in case of any injury / casualty or mishap to any employees of the Cafeteria during the working hours.
5. On receipt of a request from CONTRACTOR, the Institute will provide and execute such documents as may be required for applying and obtaining necessary permissions and licenses from local and Government authorities to run the business.
6. The CONTRACTOR at its own cost and charges is entitled to carry out all renovations, refurbishing and interior work in the Cafeteria. The CONTRACTOR shall be free to install any electrical devices, furniture, partition, false ceiling etc. at their own cost as may be required to run the business and shall be entitled to remove only movable devices, furniture and partition at the time of handing over the possession to the Institute. At the time of removal condition of walls/by sidings/ flooring in proper condition as at time of taking the contract.
7. The Institutes have paid all taxes, assessments and other outgoings payable in respect of Cafeteria up to the date and has also complied with all laws, rules and regulations.

8. The Institutes will provide on own cost one **water** connection with Borewell with R.O.Plant, Water Tank - 5, Chimney with motor, Standard Drainage, Electricity Points, Tube Lights -20, Led Lamps -35, Dom Lamps - 16, Fans - 55, Air Conditioners - 2, Exhaust Fans - 3, LED T.V. 4 Sets, CCTV Camaras - 8, 19 Plug point of 5 Amps 1D, 32 points of 15 Amp 1D, Industrial Plug 3d 8, Industrial Plug 1d 8, etc. in working conditions. The Contractor will have to maintain them further during the period of contract.
9. The CONTRACTOR will have to provide sitting arrangement for minimum 1000 students initially and if required, the same should be increased @ 250 within two to three months as per the requirements.
10. The Contractor will have to make arrangement for cleanliness of Cafeteria and its surroundings to the satisfaction of the Institutes. The Contractor shall also be responsible for the safe and hygienic disposal of the Cafeteria waste outside the BITS Edu Campus as per the norms of government.
11. The contractor shall arrange for items i.e. crockery, utensils, boilers, juice machines, cooking gas cylinders, cooking stoves etc and items of similar nature of good quality as approved by the Institute at his own cost and maintain the said items in proper and hygienic conditions for due discharge of obligations in respect of running of Cafeteria.
12. The Contractor will have to provide employees in proper uniforms with I card for service in the Cafeteria and also for the service in the Institutes as and when required and necessary.
13. The Institutes have the right and privilege to supervise the food and beverages served in the Cafeteria. Proper care to be taken with respect to the expiry date of the beverages and food packets i.e. packed food. The Institutes can inspect the Cafeteria anytime during the course of contract.
14. No student should be allowed in the Cafeteria during class hours, if found the Contractor will be penalized. Recess timings for the students is 12:00 noon to 3:00 pm as per respective branch/faculty/department.
15. The Contractor and its employees and authorized agents / guests will have the right to use the common area such as entrance, parking area etc.
16. The Cafeteria shall be used for pure veg Food & Beverages purpose only.
17. The Cafeteria shall be pure Vegetarian and any kind of non vegetarian item even egg items are strictly not allowed inside the BITS Edu Campus.
18. The timings of the canteen will be from 8.00a.m. To 5.30p.m. Subject to be changed from time to time.
19. The Contractor shall be permitted to install as many Signage and logos and display its name/names during the contract period at outlet and at the designated places by the Institute.

20. The CONTRACTOR will not do any illegal or unlawful activity in the Cafeteria.
21. The CONTRACTOR will not store any items in the Cafeteria which is forbidden by law.
22. Only **commercial LPG** is to be used in the Cafeteria for cooking which is to be arranged by the Contractor including gas cylinders.
23. **Service:** The Contractor will be required to provide services in the Cafeteria premises and also in various rooms of the Institutes whenever it is asked for. Smoking, chewing of tobacco, use of alcohol & sale of such item is strictly prohibited if found contract can be terminated with immediate effects and the security deposit will be forfeited.
24. Tea/coffee should compulsorily provided from Cafeteria before and after the lunch, at the time of seminars, conferences, any other academic, educational or social event program conducted by the Institute.
25. The Contractor shall employ only such persons as are declared medically fit as certified by the Government Hospital in Vadodara. No such employee shall be under the age of 18 years. Documentary evidence will be provided by the Contractor in support of this. The Contractor will have to submit the police verification certificate of the employees employed by him for the Cafeteria in the beginning of the contract. In case of any new appointment the contractor will have to submit the police verification certificate for them also within fifteen days of the appointment.
26. The Contractor will be fully responsible for the repair / maintenance, cleanliness breakage and damage done to the building and sanitary and any other fittings and fixtures installed in the space provided to him by the Institute for the purpose of cooking. If it is not repaired and put into up to date conditions then the Campus will it done and expenditure will be deducted from the security deposit.
27. The CONTRACTOR shall be held responsible for treatment and compensation due to food poisoning.
28. Once during the contract period the contractor will have to colour the Cafeteria. All of the breakage will be updated by the contractor. If the contractor is not doing so total expenses will be deducted from the security deposit.
29. List of items to be provided is enclosed as Annexure – II. However this is subject to modification by the Institutes from time to time.
30. Materials used for cooking purpose like Ghee, Edible Oil, Milk, Buttermilk, tea, coffee, spices, food stuff, vegetables etc should be of good quality only. The Institute reserves the right to inspect the materials at any time.
31. The Contractor will take all the necessary precautions against fire hazards and comply with rules and regulations as laid down by the concerned local authorities and up to the satisfaction of the Institutes. Required fire equipments must be provided and installed by the Contractor.
32. The rate list and menu as approved by the Institutes should be displayed daily. The Contractor may sell other food items at not exceeding MRP.

33. The quality, size and weight including quality of the various food items should be approved by the Institutes. No new items should be introduced without approval of the Institutes. No rate will be revised without the approval of the Institutes.
34. The Contractor will have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the Cafeteria. The Contractor will have to pay the minimum wages as per Labour rules prevailing in the State of Gujarat and Government Notifications issued from time to time in this regards. EPF and Bonus etc. to be deposited as per Employees Provident Fund Act and Bonus Act amended from time to time.
35. The CONTRACTOR will have to produce the copy of challan of the employee's provident fund to the Institutes on monthly basis, failure to which will be considered as indiscipline and will lead to the termination of the contract after the show cause notice.
36. The Institutes shall not in any manner be treated as the employer of these employees or concerned with the terms of their employment or conditions of their services since the relationship of employer and employees shall always be considered to be between the Contractor and such persons as will be employed by the Contractor. While engaging his employees the Contractor will make these conditions clear to them categorically and in writing and their acceptance of these terms shall be communicated to the Institutes also.
37. Under no circumstance any of the Contractor's employees will stay in the Institutes' premises beyond working hours after closing the Cafeteria. He will ensure that the Cafeteria rooms are properly locked and secured during closed hours of the Institutes. The access to the space allotted to the Contractor will be as per the conditions and in the mode as prescribed and regulated by the Institutes from time to time which will be binding on him and his employees.
38. The Contractor shall not entertain any orders or supply eatables outside BITS Edu Campus.
39. The contract will be for **twelve months i.e. 01.07.2018 to 30.06.2019 which if not renewed in advance will be considered as completed.** The agreement may be renewed by the Institutes on such terms and Conditions as may mutually be agreed upon between the parties. The Institutes reserves the right to repudiate the contract at any time after giving one month's notice, if the Institute is not satisfied with the working of the said Contractor. The decision of the Institute in this regard shall be final will be binding to the Contractor. The Contractor, if he so desires, may seek termination of the contract by giving written notice of not less than three months duration during the agreement period failure to which the security deposit will be forfeited.
40. The Contractor will, at all times, ensure discipline, decent and courteous behaviour by his employees while they remain in premises of BITS Edu Campus. In case any of his employees indulge in any act of indiscipline, misbehaviour or slogan shouting or indulges in violent act(s) or abets others in doing so and it is prima facie proved, the contractor shall remove the concerned employee from the premises immediately on receipt of written communication from the authorities will be duly acknowledged by the Contractor.



41. Under exceptional circumstances the Institutes reserve the right to change any term and condition as and when warranted.
42. The Contractor is required to execute an agreement in this behalf in case the contract is awarded.
43. The Contractor will have to deposit Rs. 5,00,000/- (Rs. Five lacs only) as a Security deposit in the form of DD drawn in favour of BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240. No interest will be paid on this amount. The same will be refunded when the contract is over and Cafeteria premises are handed over to the Institutes and all dues from the Contractor have been settled.
44. The Contractor will not further sub-contract the contract to any other party. In case the Contractor is found having sub-contracted this contract, the contract will be terminated immediately without any notice and security deposit will be forfeited.
45. Upon expiry of the contract period, the said term shall be renewed and extended by mutual consent with the same terms & conditions mentioned therein for a further period of 6 months / 11 months by giving a notice of 30 days in writing to the CONTRACTOR before 10 days prior to the expiry of the Contract period with revised terms and conditions.
46. ARBITRATION : In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the COMPANY, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties.
47. TERMINATION: The Institutes are entitled to terminate the agreement at any given time by giving a prior written notice of minimum one month in writing to the CONTRACTOR.
48. JURISDICTION: In case of any dispute Court of Vadodara alone will have the jurisdiction.
49. If in any case the contractor violets the terms & conditions of the contract, the Security Deposit will be forfeited and the contract will be terminated.
50. The Contractor, whom the above terms and conditions are acceptable, shall submit the complete tender forms to this office by 4.30pm in sealed cover on or before 05/06/2018 with Non Refundable Tender fees in form of DD/Pay order of Rs.10000/-. The tenders will be opened on 08/06/2018 at 10.30 a.m. at the office of Principal, BABARIA INSTITUTE OF TECHNOLOGY, BITS Edu Campus, N.H.#8, Varnama, Vadodara 391240.
51. The Institutes keep all the rights reserve including the right to accept any tender irrespective of prices and also the right to reject any or all of the tenders without showing any reasons for the same.

## **ANNEXTURE I**

All the piece and parcel of premises having area of approx. 1446.71 square meters (approx.) named “Cafeteria” – Central Canteen – situated at Babaria Institute of Technology, BITS Edu Campus, NH#8, Varnama, Vadodara managed by Shree Krishna Educational and Charitable Trust, Vadodara.

To the East – Naliya road

To the West – Campus Garden

To the North – Building of Babaria Institute of Pharmacy

To the South – Building of Babaria Institute of Technology

## Annexure II

Sr.	Item Description	Rate	Sr.	Item Description	Rate
1	Samosa (2pcs each 75gm min)		41	Manchurian Rice (100gm min)	
2	Patti Samosa (2pcs each 30gm min)		42	Noodles Rice / Chinese Bhel	
3	Punjabi Samosa (2pcs each 150gm min)		43	Paneer Chilli (150gm min)	
4	Bhataka Pauha (125gm min)		44	Plain Dosa	
5	Sev Khamni (125gm min)		45	Masala Dosa	
6	Upma (125gm min)		46	Maysore Masala Dosa	
7	Bhel (125gm min)		47	Uttapa	
8	Khasta Kachori (Mug Dal) (1pc 200gm min)		48	Puna Misal (250gm min)	
9	Khasta Kachori (Onion) (1pc 200gm min)		49	Puri Sabzi (Potato)	
10	Bread Pakoda (2pcs each 75gm min)		50	Punjabi Sabzi & Puri	
11	Bread Butter (2 slices)		51	Dal- Rice (250gm min)	
12	Bread Jam(2 slices)		52	Dal Fry - Jira Rice (250gm min)	
13	Veg Sandwich		53	Fresh Juice (200ml min)	
14	Grilled Sandwich		54	Nimboo Sharbat (200ml min)	
15	Cheese Grilled Sandwich		55	Cold Coco (200ml min)	
16	Mayonnaise Cheese Sandwich		56	Bournvita (200ml min)	
17	Bread Cutlets (2pcs each 75gm min)		57	Cold Coffee (200ml min)	
18	Cutlets (2pcs each 75gm min)		58	Hot Tea (100ml min)	
19	Ragda Pattice (2pcs 200gm min)		59	Hot Coffee (100ml min)	
20	Vada Pav (2pcs each 75gm min)		60	Packing Foods (250gm min)	
21	Butter & Cheese Vada Pav		61	Garlic Bread & Pasta & Cold Drink	
22	Puff (2pcs each 50gm min)		62	Full Dish (Limited)	
23	Ragda Samosa (2pcs 200gm min)		63	Full Dish (Unlimited)	
34	Papdi no Lot (100gm min)		64	White Pasta (150gm min)	
25	Idli Sambhar (2pcs 200gm min)		65	Red Pasta (150gm min)	
26	Khaman (100gm min)		66	Menduvada	
27	Idada (100gm min)		67		
28	Patra (100gm min)		68		
29	Kachori (100gm min)		69		
30	Gujarati Chat (100gm min)		70		
31	Chattako (Flavour Seasonal) (100gm min)		71		
32	Bhajia (100gm min)		72		
33	Makai Chevdo (100gm min)		73		
34	Vada Sambhar (100gm min)		74		
35	Pav Bhaji (150gm min)		75		
36	Pulao (100gm min)		76		
37	Chhole Bhatura (150gm min)		77		
38	Manchurian (150gm min)		78		
39	Noodles (150gm min)		79		
40	Meggi (150gm min)		80		

Sr.	Items	Approved Price inclusive of GST	Sr.	Items	Approved Price inclusive of GST
1	TEA		51	MEGGI	
2	COFFEE		52	MANCHURIAN RICE	
3	UPMA		53	CHAINES BHEL	
4	POHA		54	VEG MEGGI	
5	SAMOSA		55	SEZWAN MASALA DOSA	
6	SHEERA		56	SEZWAN SADA DOSA	
7	DHOKLA		57	CHEESE UTTAPA	
8	BREAD PAKODA		58	PEPAR SADA DOSA	
9	BREAD ROLL		59	PEPAR MASALA DOSA	
10	BHAJIA		60	SEZWAN HAKA NOODELS	
11	SABUDANA VADA		61	CHESSE MAGGI	
12	VADA 1PLATE		62	VEG CHESSE MAGGI	
13	IDLI SAMBAR		63	CHESEE PASTA	
14	BTR IDLI		64	SPRING DOSA	
15	MEDU VADA SAMBAR		65	KACHORI	
16	IDLI WADA SAMBAR		66	SAMOSA CHAT	
17	DAHI WADA		67	KACHORI CHAT	
18	VADA PAV		68	ALOO TIKKI CHAT	
19	BUTTER CHEESE VADA PAV		69	BREAD BUTTER	
20	MISAL PAV		70	BREAD CUTLES	
21	SET DOSA		71	CUTLES WITH 2 SLICE BREAD	
22	CHEESE CORN UTTAPAM		72	VEG FRYNKY	
23	ONION TAMOTO DOSA		73	PANNER FRYNKY	
24	CHEESE POTATO DOSA		74	VEG SW	
25	SPICY CHILLY POTATO DOSA		75	WAFERS	
26	CHEESE CHILLY GARLIC DOSA		76	WAFERS (BIG)	
27	KARA MASALA DOSA		77	VEG CHEESE TOAST S/W	
28	SADA UTTAPAM		78	BREAD BTR	
29	FINGER CHIPS		79	BREAD BTR TOAST	
30	SADA DOSA		80	VEG CHEESE S/W	
31	MSL DOSA		81	CORN CHEESE GRILL S/W	
32	MYSORE SADA DOSA		82	PAV BHAJI	
33	MYSORE MSL DOSA		83	EXTRA PAV	
34	CHEESE SADA DOSA		84	MSL PAV	
35	CHEESE MYSURE MSL DOSA		85	CHEESE MSL PAV	
36	PLAIN UTTAPA		86	PUNJABI KICHADI	
37	ONION UTTAPA		87	ALOO PARATHA	
38	TOMATO UTTAPA		88	PANEER PARATHA	
39	MSL UTTAPA		89	CHEES PARATHA	
40	VEG CHILLY		90	ALOO PALAK PARATHA	
41	PNR CHILLY		91	PALAK TOMTO UTTAPAM	
42	VEG MANCHURIAN		92	PALAK ONION UTTAPAM	
43	VEG MANCHURIAN GRIY		93	PALAK PANEER DOSA	
44	VEG FRIED RICE		94	PALAK CHEESE DOSA	
45	SEZWAN FRIED RICE		95	WHITE PASTA	
46	HAKKA NOODLES		96	RED PASTA	
47	SEZWAN NOODLES		97	LEMON WATER	
48	CHINESE BHEL		98	COLD COFFEE	
49	CHHOLE BHATURA		99	SWEET LASSI	
50	VEG NOODLES		100	BTR MILK	

101	BIG COLDDRING500ML		155	GOOEY CAKE	
102	CHAPTI		156	DRY FRUITS CHOCO PASTRY	
103	MSL PAPAD		157	BROWNEE	
104	ROASTED PAPAD		158	BROWNEE PUDDING	
105	FRY PAPAD		159	FUDGE CAKE	
106	CURD		160	CHOCO LAVA	
107	VEG RAITA		161	CHOCOLRTE BOWL	
108	BOONDI RAITA		162	PLAM CAKE	
109	SRIKHAND PURI		163	DEIT WALNUT CAKE	
110	SRIKHAND		164	DRY FRUIT CAKE	
111	DAL FRY		165	PANEER PUFF	
112	DAL RICE		166	VEG PUFF	
113	DAL		167	PINEAPPLE CAKE 1/2 KG	
114	RICE		168	PINEAPPLE CAKE 1 KG	
115	SUKKA BHAJI		169	RICH CHOCOLATE CAKE 1/2 KG	
116	GILA BHAJI		170	RICH CHOCOLATE CAKE 1 KG	
117	HONG KONG FRIED RICE		171	BUTTER SCOTCH CAKE 1/2 KG	
118	SINGAPORE FRIED RICE		172	BUTTER SCOTCH CAKE 1 KG	
119	SINGAPORE NOODLES		173	CHOCO CHIPS CAKE 1/2 KG	
120	VEG HONG KONG NOODLES		174	CHOCO CHIPS CAKE	
121	SEZWAN 3PL FRIED RICE		175	ORE CHOCOLATE 1/2 KG	
122	LAYS		176	ORE CHOCOLATE	
123	PEPSI		177	BLACK CURRANT PASTRY	
124	SLICE		178	HOT ROOL	
125	NIBUZ		179	PUFF	
126	MIRINDA		180	PANEER ROLL	
127	7 UP		181	VEG PANEER PIZZA	
128	MINERAL WATER		182	PANEER PAN PIZZA	
129	M DEW		183	PANEER HOT ROOL	
130	COLD DRINKS		184	DONT	
131	DERYMILK		185	PANEER BON	
132	TROPICANA		186	POCKET PIZZA	
133	RAJ BHOG KULFI		187	BLACK FOREST CAKE 1KG	
134	ROCKET CANDY		188	BALCK FOREST CAKE 1/2KG	
135	HAVMOR CONE		189	BLACK CURRANT CAKE 1KG	
136	MANGO SUNDAE		190	BALCK CURRANT CAKE 1/2KG	
137	STRAWBERRY		191	WHITE FOREST CAKE 1KG	
138	STRAWBERRY SUNDAE		192	WHITE FOREST CAKE 1/2KG	
139	VANILLA		193	DUTCH TRUFFLE CAKE 1KG	
140	CHOCO CHIPS PASTRY		194	DUTCH TRUFFLE CAKE 1/2KG	
141	CHOCOLATE BOWL		195	VEG MANCHURIAN ROLL	
142	RICH CHOCOLATE PASTRY		196	COOKIES	
143	PINEAPPLE PASTRY		197	FRUIT CAKE SLICE	
144	CHOCOLATE MOUSSE		198	PLUM CAKE SLICE	
145	BUTTER SCOTCH PASTRY		199	PLUM CAKE	
146	OREO PASRTRY		200	DRY FRUIT CHOCOLATE CAKE 1KG	
147	BLACK FOREST PASTRY		201	DRY FRUIT CHOCOLATE 1/2KG	
148	DRY FRUITS CHO. PASTRY		202	CHOCOLATE LAVA	
149	CHOCOLATE MUFFIN		203	BLACK FOREST 1/2 KG	
150	CHOCOLATE TRAFI PASTRY		204	FINGAR ROLLS	
151	CHOCO MOCHA PASTRY		205	MARVA PASTRY	
152	WHITE FOREST PASTRY		206	SHEZWAN ROLL	
153	DUCH TRUFFLE PASTRY		207	CLASSIC CHOCO BAR	
154	COCONUT ORANGE		208	CRUNCHY CHOCOBAR	

209	MINI CHOCOBAR		213	HAPPY CONE	
210	ZULUBAR SCHEME		214	PISTA CONE	
211	BUTTER SCOTCH CONE		215	FRESH MANGO	
212	CHOCOLATE CONE				

**REQUEST FOR PROPOSAL (RFP):**  
**COMPREHENSIVE ANNUAL CONTRACT FOR**  
**HOUSEKEEPING & GARDEN MAINTENANCE SERVICES**  
**AT**  
**BITS Edu Campus, VARNAMA, VADODARA**

**Ref:** BIT/18-19/001

**Dated:** 20.05.2018

Campus Director  
BITS Edu Campus  
Vadodara-Mumbai N.H.# 8,  
Varnama, Dist.Vadodara - 391240

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## 1. BID Details

1	Date of Advertisement in the	<b>Date:</b> 20.05.2018
2	Tender document	To be downloaded by bidder from
3	Last Date and Time for BID Submission of Tender at BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240	Date: 05.06.2018 Time: 16:30 p.m.
4	Date and Time of Tender Opening	Date: 12.06.2018 Time: 10:30 a.m.
5	Place of opening of Tender	BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240
6	Address for communication Campus Director BITS Edu Campus, Vadodara-Mumbai NH # 8, Varnama, Vadodara 391240	1. Name: Shri S. K. Patel 2. Designation :Campus Director 3. Contact Number : 0265-2303991/2/3 Fax : 0265-2659999 4. Email : <a href="mailto:info@bitseducampus.org">info@bitseducampus.org</a>
7	Tender Fees	<b>Rs.10,000/- in form of Demand Draft</b> in favor of Babaria Institute of Technology, payable at Vadodara.
8	Guarantee Money Deposit	Rs.2,50,000/- for the contract period to be refunded without interest after completion of contract.
9	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company/Partnership/Proprietary Firm 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. E-mail
10	Site visit/inspection	20.05.2018 to 04.06.2018 up to 17:00 p.m.

## 2. Overview

BITS Edu Campus, Vadodara-Mumbai N.H. # 8, Varnama-Vadodara managed by Shree Krishna Educational and Charitable Trust, Vadodara is one of the best educational institution in Gujarat spread over @ 27 acres of huge lush green campus. BITS Edu Campus comprises of Babaria Institute of Technology, Babaria Institute of Pharmacy, BITS Institute of Physiotherapy, Matrushi Davalba Ayurved Hospital, Matrushi Davalben D.Patel Girls' Hostel and proposed Krishna Ayurved Medical College having strength of over 3600 students with more than 475 teaching, non-teaching staff with 170 girls residing at girls' hostel within the campus premises and having tie-up is with Shri Durlabhbai B. Sanghani Boys' Hostel managed by Rudraksh Academy Private Ltd. having capacity of 450 students.

## 3. Purpose

**Part - A :** Tenders are invited for Annual Housekeeping & Garden maintenance services contract at BITS Edu Campus, Varnama, Vadodara only from the Service Provider Firms/Companies (hereinafter referred to as "Contractor/Bidder") of repute and having experience in providing services such as housekeeping hereinafter referred to as ("Comprehensive Annual House-keeping & Garden Maintenance Contract").

## 4. INVITATION FOR TENDERS FOR HOUSE KEEPING AND GARDEN MAINTENANCE AT BITS Edu Campus, Varnama, Vadodara DESCRIBED IN SCHEDULE - I

1. The specification of the work for which the tenders are invited is as per **Schedule - I**
2. Sealed tender documents duly completed in all respects shall be submitted to :

Campus Director, BITS Edu Campus, Vadodra-Mumbai N.H.#8, Varnama, Vadodara 391240 in sealed envelope and clearly as indicated below:-

"Tender for house-keeping and garden maintenance at BITS Edu Campus, Varnama, Vadodara"

Inspection of the premises referred to in Schedule I, will be permitted on all working days during office hours between 10.00 a.m. to 04.00 p.m. with prior permission. Please intimate us in advance to arrange for inspection.

3. The tender documents must accompany Tender Fees non refundable of **Rs.10,000/- (Rupees ten thousand only)** in the form of Demand Draft or Bankers Cheque of any scheduled bank in favor of Babaria Institute of Technology, Varnama, Vadodara (payable at Vadodara). The tenders may be delivered either in person or by post so as to reach BITS Edu Campus on or before Date : 05.06.2018 Time : 04:30 p.m. BITS Edu Campus will not be responsible for any postal delay/loss/non-receipt thereof. No consideration will be given to a Tender received after the date specified above and such tenders are to be rejected.

- i The tender documents are non transferable.
- ii Incomplete tenders and those which do not conform to the requirements of the invitation for the tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each member thereof and in the absence of any partner, shall be signed by the power of Attorney holder. Tender by a company shall be executed by person/s duly authorized under the resolution of the Board of Directors of the Company.
4. Opening of Tenders: The tenders will be opened at 10:30 a.m. on 12.06.2018.
5. The Selected Contractor will have to submit Rs.2,50,000/- (Rupees Two Lac Fifty Thousand only) as a guarantee money Deposit for the contract. It will be refunded after the completion of contract.
6. The duration of the contract for the above services would be for a period of 12 months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions upon renewal of Contract by the Contractor on or before expiry of the Contract.
7. The Courts in Vadodara city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.
8. BITS Edu Campus discourages the stipulations of any condition by the tenderers. The conditional tender will be liable to be rejected.
9. BITS Edu Campus does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reasons.
12. Validity of Tender : The tender shall be valid for a period of 90 days from the last date of submission of the tender.
13. Final award of contract for the above services will be subject to the approval of the Competent Authority in BITS Edu Campus.
14. The specifications, duration of the work and the terms and conditions under which the contract is required to be performed and also the rights and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed.

Yours faithfully,

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Accepted above terms & conditions by  
Duly Authorized Signatory

- The bidders desirous of taking up the project for supply of above Services for BITS Edu Campus are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at BITS Edu Campus's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide BITS Edu Campus Housekeeping and Garden Maintenance services adhering to BITS Edu Campus' requirement outlined in this RFP.

This RFP is not an offer by BITS Edu Campus, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of BITS Edu Campus with a selected Bidder.

## **5. RFP Terminology**

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- Bidder/Service Provider/Contractor–An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- Supplier/Contractor/Vendor–Selected Bidder under this RFP.
- BITS Edu Campus - Reference to the “the “BITS” shall be determined in context and may mean without limitation “BITS Edu Campus”.
- Proposal / Bid – the proposal submitted by the Bidder duly filled in response to this RFP.
- RFP – the request for proposal (this document) in its entirety, inclusive of any addendum that may be issued by the Bank.
- ITB – mean instructions to the Bidder.
- Annual Maintenance Contract (AMC) - It would be the annual cost of Maintenance for providing Services indicated above.

## **6. Eligibility Criteria**

Bid is open to all Bidders who fulfill the eligibility criteria. The bidder has to submit the details of eligibility criteria as per **Annexure – B**.

## **7. Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of BITS Edu Campus (BITS), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by BITS Edu Campus to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. BITS Edu Campus makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. BITS Edu Campus may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of BITS Edu Campus with the selected Bidder.

BITS Edu Campus reserves the right to accept or reject any Bid/offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BITS Edu Campus's action. BITS Edu Campus reserves the right to reject any Bid on security and/or other considerations without assigning any reason.

BITS Edu Campus reserves the right to cancel the entire Bidding/procurement process at any stage without signing any reason whatsoever.

## **8. Tender Fees Non Refundable**

Bidder to submit the Tender Fees Non Refundable of Rs.10,000/- ( Rs. Ten thousand only) in the form of Demand draft/BC in favor of Babaria Institute of Technology, Varnama, Vadodara, payable at Vadodara.

**Tender Fees (Demand Draft) should be kept in the envelope containing technical Bid.**

Any bid not accompanied with the requisite Tender Fees shall be treated as non-responsive and is liable to be rejected.

**9. Guarantee Money Deposit**

Successful Bidder/Selected Contractor will have to submit Guarantee Money Deposit of Rs. 2,50,000.00 ( Rupees Two Lac Fifty Thousand only/-) in form of a demand draft in favour of Babaria Institute of Technology. This Guarantee Money Deposit will be given prior to the execution of the agreement. The contract will commence after agreement from 01/07/2018. The Guarantee Money Deposit will be refunded after the completion of the contract.

**10. Bidding Document**

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid. BITS Edu Campus will not be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

Content of Bidding Document

The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While BITS Edu Campus has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, BITS Edu Campus has disclosed or will disclose in the RFP and corrigendum/addendum, available information relevant to the Scope of Work to the extent, detail and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the RFP or any addendum.

Clarifications & Amendments

If deemed necessary the BITS Edu Campus may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give presentation for the purpose of clarification of the bid.

The Bidder requiring any clarification of the bidding documents should submit written queries on or before Date : 05.06.2018 Time : 04:00 p.m.

At any time prior to the deadline for submission of bids, BITS Edu Campus may modify the bidding document by amendment.

Any clarification issued by BITS Edu Campus will be in the form of an addendum/corrigendum and will be made available. The amendment will be binding on all bidders. BITS Edu Campus at its discretion may extend the deadline for submission of bids which shall be in-formed.

## **11. Bidding Process**

**The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and other Indicative Commercial Bid along with Demand Draft of Tender Fees, both to be submitted together in one envelope.**

All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated for technical specifications. Those bids that have complied to Technical bids shall be qualified for commercial bid opening and further RFP process.

## **12. Preparation and Submission of Bids**

The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and purchaser must be written in English.

Vendor must provide specific and factual replies to specific questions asked in the RFP.

The bids should be submitted in 2 separate envelopes "Technical Bid" & "Indicative Commercial bid". Technical bid should comprise of the following documents and placed in a sealed envelope super scribed as "Technical bid for Comprehensive Annual Contract for Housekeeping & Garden Maintenance Services at BITS Edu Campus, Varnama, Vadodara."

**The technical bid should consist of the following:**

- i. Tender Fees as specified in this document
- ii. A letter on bidder's letter head mentioning
  - a) Details of Tender Fees submitted, technical competence and experience of the bidder
  - b) Certifying that the period of the validity of the bid is 90 days from the target date of submission of bid
  - c) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their commercial bid
  - d) Supporting documents in respect of Eligibility Criteria as mentioned in Annexure - B.

- iii. Bidders information as per Annexure - D on bidder's letter head
- iv. Audited balance sheets and profit and loss account statement for last 3 years
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
- vi. Response to all points of the Technical evaluation format as per Annexure C
- vii. Registration Details and Memorandum of Association and Rules and Regulations/Partnership deed etc.

Bidder should submit indicative commercial bid as per Annexure-F of the bid document and the indicative commercial bid should be a complete document and placed in a sealed envelope super scribed as "INDICATIVE COMMERCIAL BID for Comprehensive Annual Contract for Housekeeping & Garden Maintenance Services at BITS Edu Campus, Varnama, Vadodara".

### **Bid Prices**

The prices should be specified only in "Indicative Commercial Bid" and must not be specified at any other place in the bid document. The Price quoted should inclusive minimum wages (State Govt.), EPF, ESIC, Bonus, escalation on account of increase in minimum wages during the contract period of initial one year, include profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, tools required, consumables, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.

### **Revealing of Prices**

The rates and/or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid, failure to do so make the bid liable to be rejected.

### **Validity of Bids**

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by BITS Edu Campus in writing. Refusal to grant such consent would result in rejection of bid. However any extension of validity of bids will not entitle the bidder to revise/modify the bid document.

### **Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that BITS Edu Campus may take. All the submission, including any accompanying documents will become property of BITS Edu Campus.



### **Format and Signing of Bid**

The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative Commercial Bid and other requested information.

All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

Bid should be typed and submitted on A4 size paper [font times new roman 12], spirally bound securely and in serial order. Bidders responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal. In the event of the target date for the receipt of bids being declared as holiday for BITS Edu Campus, the bids will be received till the target time on the next working day. BITS Edu Campus may at its discretion extend the bid submission date.

### **Bid Currency**

Prices shall be expressed in Indian National Rupees only.

### **Late Submission of bids**

Any bid received by BITS Edu Campus after target date and time prescribed at Bid details will be rejected and/or returned unopened to the bidder at his risk and responsibility.

### **Modification and Withdrawal of Bids**

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

## **13. Opening and Evaluation of Bids**

### **Opening of Technical Bid**

All the Bids will be opened at the date, time & locations mentioned under the clause Bid Details.

## **Evaluation Process**

### **Preliminary examination**

The bids will be examined by BITS Edu Campus to determine whether they are complete and whether required bid security has been furnished. A bid determined as not substantially responsive will be rejected. BITS Edu Campus may, at its discretion waive any minor non conformity or irregularity in a bid which does not constitute a material deviation.

After opening of the technical bids and preliminary examinations, some or all of the bidders may be asked to make presentation of the solution/services offered by them.

Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

### **Technical Evaluation**

Detailed technical evaluation will include, scrutiny of minimum eligibility criteria (as mentioned in **Annexure B**) and technical information submitted as per technical bid format (**Annexure C**).

Bids meeting the eligibility criteria & having complied with the points of Technical Bid and attain minimum technical score shall be qualified for commercial bid opening & evaluation/Reverse Auction.

### **Commercial Evaluation**

#### **Bidder should provide indicative price only.**

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure F**. The commercial offer should consist of comprehensive Cost for the tendered work. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid.

**NOTE: The Bidders should ensure to follow the minimum wages (State Govt.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price and final price in the reverse auction. The Prices quoted are inclusive of minimum wages (State Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi, LBT, GST etc.**

#### **14. Award & Signing of contract**

BITS Edu Campus will notify successful bidder in writing by letter in duplicate that its bid has been accepted. The Selected bidder has to return the duplicate copy to the BITS Edu Campus within **2 working days duly Accepted**, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract with the BITS Edu Campus, within 12 days of the award of the tender or within such extended period as may be decided by the BITS Edu Campus along with the letter of acceptance, Non Disclosure Agreement and other terms and conditions as may be determined by the BITS Edu Campus to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter and Non Disclosure Agreement should be submitted.

*[Marginal Comment: In case, if the bid price offered by L1 is not reasonable, then the tender issuing Department should review its own data and details relied upon to prepare its estimates, to ascertain whether the estimated price is reasonable or not. If BITS Edu Campus estimates are correct, BITS Edu Campus may strictly as an exception than as a rule, negotiate the price with the lowest (L1) bidder in an attempt to bring down the price to the reasonable level. Justification of such negotiations should be recorded and duly approved by competent authority without any loss of time.]*

#### **15. Subcontracting**

**As per scope of the RFP, subcontracting is explicitly prohibited.**

#### **16. Liquidated Damages**

If contractor fails to perform services in the technical specifications and scope of work with the requisite quality, within stipulated time schedule, the BITS Edu Campus shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent up to **10%** of the monthly bill.

#### **17. Statutory and other Regulations**

The Contractor shall comply with all the statutory obligations of the Government of India/State Governments/Municipal Authorities and local authorities applicable and BITS Edu Campus shall not be liable for any action under the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

**18. Arbitration**

In case of any dispute if no party is convinced by the other the issue will be addressed to the neutral arbitrators consisting of one member appointed by the COMPANY, the second member appointed by the CONTRACTOR and the third member appointed by the Campus Director, BITS Edu Campus. The committee of the three arbitrators will decide the issue and will be binding to both the parties. No Party will be eligible for any type of Judicial procedure or Court case.

**19. Governing Law:**

The contract shall be interpreted in accordance with the laws of the Government of India.

**20. Inspection**

BITS Edu Campus shall have the right to inspect duties being performed by the personnel, to ensure that the Contractor is effectively carrying out the obligations under this Maintenance Contract. All questions relating to the performance of the obligations under this Maintenance Contract, and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be decided by BITS Edu Campus, whose decision shall be final, conclusive and binding on the Contractor.

BITS Edu Campus may also require that the Contractor should get the jobs completed/executed by him, certified by an official of BITS Edu Campus, before the bills related to those items/jobs are paid by BITS Edu Campus.

**21. Powers to Vary or Omit Work**

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by BITS Edu Campus. BITS Edu Campus shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify BITS Edu Campus thereof in writing with reasons for holding such opinion and BITS Edu Campus shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If BITS Edu Campus confirms his instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

In any case in which the successful bidder has received instructions from BITS Edu Campus as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of BITS Edu Campus shall prevail.

## **22.No Waiver of BITS Edu Campus Rights or Successful Bidder's Liability**

Neither any payment sign-off by BITS Edu Campus nor any payment by BITS Edu Campus for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by BITS Edu Campus shall affect or prejudice the rights of BITS Edu Campus against the finally selected bidders, or relieve the finally selected bidders of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in BITS Edu Campus to pay for alterations/amendments/variations or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify BITS Edu Campus nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against BITS Edu Campus.

## **23.Deduction from Monthly Costs**

BITS Edu Campus reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of services have been noticed by the Committee comprising of four members specifically constituted for the purpose, without assigning any reason whatsoever and no claim will be entertained in this regard. The Contractor shall reimburse BITS Edu Campus all costs, charges, damages or expenses which BITS Edu Campus may have paid, (which the Contractor is obliged under this Maintenance Contract to pay) within 30 days upon written request of BITS Edu Campus failing which such costs, charges, damages or expenses including statutory payments, if any shall be deducted/recovered/set off by BITS Edu Campus against the bills raised by the Contractor or from any money due or becoming due to the Contractor under this Maintenance Contract or may be recovered by arbitration/action under law or otherwise from the Contractor or from the Guarantee Money furnished by the Contractor.

## **24.Period of Contract**

Initial period of the contract is 01(one) year. After initial contract period of one year the contract may be renewed at same terms and conditions for a further period of one year on the same term and conditions, at the discretion of BITS Edu Campus.

## **25. Commencement Period**

The work has to be commenced from 01/07/2018. If the Contractor delays by more than 7 days over and above the specified time BITS Edu Campus is at the liberty to terminate the contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

## **26. Manpower, Wages, etc.**

- a. The Contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to workers provided to BITS Edu Campus. BITS Edu Campus shall have no liability in this regard.
- b. The Contractor should possess necessary labour license from statutory authorities for deploying man power.
- c. All personnel provided by the Contractor will be on the payrolls of the Contractor/ Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the BITS Edu Campus.
- d. That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from BITS Edu Campus.
- e. The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.
- f. Contractor's personnel or their family members shall not be allowed to stay / reside at site.
- g. The documents related to submission of EPF, ESIC, salary paid, etc. to the respective statutory bodies has to be submitted along with the next month bill to BITS Edu Campus for scrutiny.

## **27. Safety, Security, Insurance, etc.**

- a. That BITS Edu Campus shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties at BITS Edu Campus's premises. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.
- b. In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.
- c. The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at BITS Edu Campus's premises and externally for materials belonging to BITS Edu Campus at all times. The Contractor alone shall be fully responsible for safety and security & insurance or life insurance of their personnel who are working at site.

- d. The Contractor shall provide all his employees two pair of uniform and no employee shall be allowed in the BITS Edu Campus without uniform.
- e. The Contractor should issue a valid Company Identity Cards to all their staff personnel who will be providing services under this contract and such personnel shall be allowed to enter in the BITS Edu Campus only with such Identity Card.
- f. The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works.
- g. The Contractor shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
- h. The Contractor shall ensure that necessary tools and equipment are always available at site for the purpose of attending repairs on emergency basis. All the tool kits and meters should be of an ISI marked wherever applicable and the required numbers are to be made available by the Contractor.
- i. All Contractor personnel will be subjected to a thorough physical checking while coming and leaving the premise. Those persons so deputed will sign in the Register for arrival and departure at the site and the registers should be made available to BITS Edu Campus for verification.
- j. The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable date.

## **28. Payment Terms**

- a. Payment of AMC shall be made post monthly basis. Copy of the routine maintenance works with the signature of the Campus Authority/Supervisor has to be submitted along with the Bills.
- b. The monthly bills must be accompanied by the Challan/Receipt of all of the State/Central Government dues with respect to the PF/ESIS/ Professional Tax/Insurance and any other government/local body levy.
- c. There would be no increase in rates payable to the Contractor during the Contract period.
- d. The performance of the contractor shall be monitored by the monitoring committee comprising of the Campus Authority. The monitoring committee is empowered to recommend termination of the contract if the performance of the contractor is found to be unsatisfactory.
- e. Payment under all the heads in the commercial bid shall be made on post monthly basis upon submission of completion certificates.

## **29. Payment of Consumables**

- f. BITS Edu Campus will provide the House keeping materials on weekly basis. Every Saturday before 3 : 00 the indent to the stores and will get the materials on Monday morning before 10 : 00. In case of any materials are not available in the scope of housekeeping works, the Contractor should immediately arrange for purchase of the materials from the market after obtaining approval from BITS Edu Campus. The cost of such material purchased by the contractor shall be borne by BITS Edu Campus.

### **30. Termination of the Contract**

BITS Edu Campus reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hours notice. BITS Edu Campus also reserves its right, to claim damages for such breaches and the decision of BITS Edu Campus in this regard shall be final. BITS Edu Campus can terminate the agreement if the services provided by the Contractor are found to be dissatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP. Any delay in performing the obligation/defect in performance by the contractor may result in imposition of liquidated damages, invocation of Guarantee Money Deposit and/or termination of contract.

### **31. Force Majeure**

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavors to minimize any such delay.

### **32. Business Termination**

In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or protection of rights of creditors, then this agreement shall terminate and be of no further force and effect and any property or rights of such other party tangible or intangible shall forthwith be returned to it.

### **33. Governing Language**

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

### **34. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. For the purpose of all notices, the following shall be the current address:

Campus Director  
BITS Edu Campus,  
Vadodara-Mumbai NH # 8,  
Varnama, Vadodara 391240  
Contact Number : 0265-2303991

The notice shall be effective when delivered or on the notice effective date whichever is later.



**35. Right to accept part tender**

BITS Edu Campus reserves the right to accept the tender either in whole or in part at a pro-rata price (Monthly Cost) quoted by the Tenderer.

**36. Signing of Agreement of Maintenance Contract**

This tender document shall be the basis for the Maintenance Contract to be entered into with the successful tenderer and his offer shall be strictly in line with the terms specified herein. No deviation from the terms and conditions specified shall be acceptable. For this purpose, the tenderer shall submit all the documents as specified in this tender duly signed and stamped on each page as a token of acceptance.

**37. Contractor's Obligation**

The Contractor is obliged to work closely with BITS Edu Campus's staff, act within its own authority and abide by directives issued by BITS Edu Campus from time to time. The Contractor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel. The Contractor will treat as confidential all data and information about BITS Edu Campus, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BITS Edu Campus as explained under "Non Disclosure Agreement" in Annexure E of this document.

**38. TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

**AS PER SCHEDULE - I :**

## **Schedule- I**

### **SCOPE OF WORK AND TERMS AND CONDITIONS FOR HOUSE KEEPING & GARDEN MAINTENANCE :**

1. Cleaning of all the buildings of the BITS Edu Campus right from the Entry Gate (North Gate), Boys Hostel Gate(East Gate), Girls Hostel Gate(South Gate) and the Exit Gate(West Gate) and the roads connecting to them and leading towards Main Building and Pharmacy Buildings, Stores, Dog House, Security Cabins and Matrushi Davalben D. Patel Girls' Hostel and Matrushi Davalba Ayurved Hospital attached Krishna Ayurved Medical College.
2. Cleaning of Inner and exterior walls of all of the Buildings and their floor area, including all the Cabins, Chambers, Offices, Admin Block, Class Rooms, Libraries, Laboratories, Work Shops, Auditoriums, Conference Hall, Dom etc.
3. Cleaning of all of wash rooms Toilet Block and bath rooms, water drinking places and wash basins with material such as acid, detergent, pesticides etc and keeping soaps, odonil in the toilets as per requirement. These toilet blocks and wash rooms are to be washed and clean four times a day.
4. The cleaning job require dusting, collecting wastage & garbage and dispose of it at a fixed place in the campus or outside the campus daily.  
Cleaning of doors, floors, windows, ceiling fans, tube lights/bulbs, switch boards and roofs twice in the month.
5. The cleaning workers shall be responsible for cleaning and clearing the choked manholes, sanitary lines and septic tanks and maintain it functional all the times.
6. The House keeping personnel shall wash the reception floors, lobby stair case and other public utility areas twice in a week.
7. Cleaning of the furniture of office and classrooms every day before 9.00 a.m.
8. Cleaning of Roads and porches every day in the morning.
9. Cleaning the dirtiness spreader by birds and animals on regular basis and cleaning of roofs, chajjas and passages at least twice months.
10. Removing and disposing outside the bodies of animals and birds etc died in the campus as and when it is noticed.
11. Cleaning of water storage tanks with chemicals once in a month.
12. The work includes House Keeping and general overall cleaning of the premises including shifting of chairs, tables, and other furniture occasionally in the course of cleaning and replacing them properly and any other job assigned to the contract team as and when required.
13. The House keeping personnel shall clean the wastage and garbage accumulated between main road and institute wall at least once in week and maintains it in good conditions.
14. The House keeping personnel should ensure that the collected garbage should be disposed of on daily basis. The garbage vehicle will be provided by the campus and the Contractor will have to maintain it. Accumulation of waste by housekeeping staff shall lead to penalty.
15. Computers and keyboards cleaning.
16. Other miscellaneous services

17. The Supervisor has to maintain a register in which he shall mention the details of the work carried out every day and take signature of the concerned section head for work performance. The Institutes may penalize by enforcing suitable penalty which shall be deducted from the payable amount, in case the workers are not performing satisfactorily.
18. In case of absence of the Supervisor or the sweeper / worker, the contractor has to provide replacement in two hours.
19. The Contractor will be provided toilet soap, toilet paper in Hostel and Admin Block guest house, hand towels, cleaning material like brooms, dusters, phenyl, and cleanser and also finite/Baygon spray and deodorants.
20. The Contractor will engage requisite number of professionally qualified, experienced staff required for the purpose. The services shall be provided 7: 30 to 5: 30 and beyond working hours also when necessary. The minimum staff to be employed by the Contractor is 40 for housekeeping.

**-One Supervisor Available round the clock (With mobile phone)**

21. The Contractor must possess registration under Contract Labour Act from the appropriate authority. The Contractor shall furnish to the BITS Edu Campus a list of the employees with their names, addresses and contact numbers. Full responsibility for the wages, service conditions, claims, damages and compensation to such employees will rest with the Contractor.
22. The Contractor will be responsible for acts and omission of the persons employed by him/her and will also make good losses that bank may sustain due to their negligence.
23. The agreement can be terminated by BITS Edu Campus by giving one month clear notice in writing or by paying **Rs.50,000/-** as compensation in lieu of the notice period. If Contractor wants to terminate they have to give minimum **3 month's** notice to BITS Edu Campus or by paying **Rs. 1,00,000/-** as compensation in lieu of notice period. Notwithstanding what has been stated herein before, BITS Edu Campus in its discretion feels that in any of the conditions/clauses in the agreement has/have been breached/violated by the contractor, BITS Edu Campus shall have the absolute right to terminate the agreement forthwith without giving any notice to the contractor and without paying any amount to them in lieu for notice period and also without paying the pending bills as stipulated earlier.
24. If it is observed by BITS Edu Campus that the maintenance is not done as per BITS Edu Campus requirement, BITS Edu Campus reserves the right to carry out the work and cost shall be recovered from the maintenance charges payable to the Contractor.
25. The Personnel employed by the Contractor shall demonstrate the example of Honesty and integrity towards the Campus. There must not be any type of incident of offend able negligence on the part of the employees. The incident of theft will not be tolerated. If any employee found with any such thing which is not belong to him the contractor will have to remove him from the duty immediately. The willful negligence and improper behavior or any damage to the property of the Campus will lead to the termination of the employee and heavy penalty to the contractor.

26. The personnel deployed by the Contractor for the work at Boys Hostel and Girls Hostel shall take care of the belongings of the students.
27. The Contractor's Employee will be checked daily while entering the Campus as well as while going out of the Campus. The Contractor will keep a note of every personnel employed by him and their belonging while entering into the Campus and will check the same while going out of the Campus.
28. The willful negligence, damage to the campus property, misuse of water and theft will be not tolerated and the person so accused will have to move away from the Campus.
29. Any damage caused to the existing facilities while carrying out the work shall be made good by the contractor at his own risk and cost to the entire satisfaction of BITS Edu Campus.
30. The Contractor shall deposit a guarantee money deposit of Rs. 500000/- (Rupees Five Lac only) as a security deposit for observance of the contract during the prevalence of the contract. If any loss occurs to BITS Edu Campus by the negligence of the Contractor or his employee it will be recovered by BITS Edu Campus from the security deposit. If the loss is more than the security deposit it will be recovered from the contractual payment. Otherwise also he will be liable to make good to BITS Edu Campus for loss of any kind which may occur to BITS Edu Campus during the tenure of the maintenance contract and the Campus Director's decision in this matter will be final. Such Security Deposit will be refunded only after the completion of contract and settlement of all the dues and liabilities.

### **Scope of Work : Garden Maintenance :**

1. Day to day watering for all plants, gardens, lawns.
2. Weeding out of grass and other unwanted bushes at regular intervals in the Campus.
3. Mowing of lawns once in 15 days.
4. Pest control to be done once in 3 weeks.
5. Day to day cleaning such as removal of debris, stones, foliage leaves, broken branches etc.
6. Pruning to be done as and when required as per design suggested by the authority.
7. Well decomposed farm yard manure application for all vegetation bimonthly.
8. Replacement of dead/damaged plants, attending the patch works in the lawns.
9. Maintaining the overall aesthetics of the landscape and supervision of skilled labor involved in landscape activities and maintenance.
10. Safety of all permanent irrigation system and its accessories shall be the Contractor's responsibility. If damaged/mutilated during the period, the same need to be replaced with similar or equivalent ISI approved material/parts. Any delay caused in replacing and thereby harm to the plants shall be worked out accordingly and 200% damage liability shall be levied on the Contractor.

11. The Contractor shall employ the following technical/skilled staff during the entire Garden Maintenance Contract period. Their attendance is compulsorily on full time basis.

No.of skilled gardener (Garden Supervisor) : 01

No. of unskilled garden maintenance workers : 15

12. Gardeners/helpers shall be presentable, healthy and available at site for inspection during working hours.

13. In case necessity, shift duty shall be imposed anytime during the contract period for which no extra payment will be made.

14. Proper manpower supervision, keeping log-notes, apprising the officer-in-charge about maintenance activities on a regular basis are to be strictly followed.

15. The Contractor shall compulsory issue the Identity cards to staff at their own cost.

16. The Institutes will supply necessary materials for the maintenance of the gardens for which the contractor will have to give indent in advance.

**Location of Work :**

All of the Gardens within the periphery of the BITS Edu Campus including the Girls' Hostel Campus, Matrushi Davalba Ayurved Hospital and Krishna Ayurved Medical College and Alod the Gardens of the D.B.Sanghani Boys Hostel managed by Rudraksh Academy Pvt.Ltd.

These include the presently developed gardens inside the buildings and also the gardens to be developed in future. It also includes the cleaning of the area outside the BITS Edu Campus Compound walls to maintain cleanliness.

Signature & seal of the bidder/s

**The bidder may visit the site to have a clear understanding of the requirement in regards to consumable items, tools, machineries, housekeeping equipment, etc.**

**NOTE: All the above mentioned scope of works are indicative and not exhaustive. BITS Edu Campus reserves the right to add/delete any work under the scope of work. In case the contractor fails to perform any of the works in the tender documents to the satisfaction of BITS Edu Campus and/or express inability to execute any work, BITS Edu Campus will have the option to get the work done from a third party and the cost shall be recovered from the monthly bills of the contractor. In case of any negligent or intentional damage is observed on the part of contractor's staffs, the cost of such repair/replacement shall be recovered from the monthly bill of the contractor.**

**Annexure - A**

**Bid Covering Letter: To be submitted by the bidder along with Bid documents**

To,  
Campus Director  
BITS Edu Campus,  
Vadodara-Mumbai NH # 8,  
Varnama, Vadodara 391240  
Contact Number : 0265-2303991.  
Email : [info@bitseducampus.org](mailto:info@bitseducampus.org)

Sir,

Our Bid for Comprehensive Annual Contract for Housekeeping & Garden Maintenance Services at BITS Edu Campus, Varnama, Vadodara

We submit our Bid Document herewith. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. BITS Edu Campus may follow close or open bidding process as per requirement of BITS Edu Campus.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form.
4. If our Bid is accepted, we are to be jointly and severally responsible for the due Performance of the contract
5. Contractor means the bidder who is decided and declared so after examination of commercial bids.

Yours faithfully,  
For:  
Signature:  
Name:  
Seal of Company

**ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S r.	Eligibility Criteria	Documents to be submitted
1.	The bidder must be a Firm/Proprietary/ Company registered under Companies Act. With an experience of minimum <b>05</b> years in the field of Housekeeping & facility management.	In case of Proprietary, copy of the Service Tax Registration certificate. In case of firms, Copy of the firm registration Certificate. In case of company copy of certificate of incorporation issued by Registrar of Companies and full address of the registered office. Previous work completion certificates.
2.	Handled minimum <b>1(one)</b> individual completed annual contract in Residential Complex for Housekeeping, Guest House Maintenance Management in Vadodara / having value of not less than <b>Rs. 25 Lacs (Rs. Twenty Five lacs only)</b> , excluding Taxes.	Copy of the work completion certificates issued by the principal Employers specifying the below criteria's for the works carried out during the period from <b>01-04-2015 to 31-03-2018</b> . 1. Scope of work, 2. Contract value, 3. Area of the building, 4. No. of staff deployed by the contractor for the contract 5. Period of the contract for completed
3.	The bidder should have a minimum average annual turnover of <b>Rs. 25 lacs</b> for the previous three years ( <b>as on 31-03-2018</b> ). Audited / Certified Balance Sheet (by Chartered Accountant) for the years <b>2015-2016, 2016-2017</b> and provisional / audited Balance sheet for <b>2017-2018</b> , establishing the turnover criteria should be submitted.	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant.
4.	Bidder should have a office in India/Gujarat.	Address proof of the firm is to be submitted

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**ANNEXURE – C**

**TECHNICAL BID**

Evaluation Information (TO BE PROVIDED BY THE APPLICANT CONTRACTOR)

The bidder should fill the table below and submit documentary evidence for all the particulars mentioned.

**TECHNICAL BID EVALUATION: Part – I**

Sr	Particulars	Documents attached [Yes/No]. If Yes, state the nature of document(s).
1	Name of the Company	
2	Name of the Proprietor	
3	Address	
4	Registration Details	
5	Telephone No./Mobile No. Email address	
6	Banker's Details (enclose copy)	
7	No. of years in area (experience)	
8	List of Clients/Customers (Enclose copy)	
9	No.of Housekeeping Personnel & Sweeper (Enclose copy)	
10	Latest LOI/Work Order from 3 Clients. (Enclose copy)	
11	Total No. of Firm and their Address, Contact Person, Telephone Number etc.	
12	Copies of Financial Turnover Audited Statement of last 3 years signed and stamped by Chartered Accountant	
13	Performance Certificates (Enclose Copy)	
14	PAN No.(Enclose Copy)	
15	Service Tax No. (Enclose Copy)	
16	Provident Fund No. (Enclose Copy)	
17	ESIC No. (Enclose Copy)	
18.	Contractor/Labour License No. (Enclose Copy)	
19	No Court Case Declaration	
20	D.D.No., Bank, Date and Amount of Tender Fees.	
21	Credential Documents : (If any, enclose copies)	

Signature of Authorized Representative    Date:

Place: \_

Name of Authorized Representative

[DULY AUTHORIZED SIGNATORY]



**TECHNICAL BID EVALUATION (SITE VISIT) : Part – II**

Sr.	Particulars	Maximum
1	<b>Site visit by a panel from the BITS to one or more sites out of the sites whose reference is given by the bidder.</b>	
	<p>During site visit, the members will evaluate the work being performed by the contractor at the site and its suitability for the BITS Edu Campus, which will be based on, but not limited to, the following criteria:</p> <ul style="list-style-type: none"> <li>• Level of general cleanliness</li> <li>• Quality of cleaning of toilets</li> <li>• Turnout of the workers</li> <li>• Use of technology in complaint redressal</li> <li>• Mechanization of operations</li> <li>• Client's/User's opinion during interaction with the Committee</li> <li>• <b>Scope of the Contract:</b> 1. Housekeeping 2. Garden Maintenance</li> </ul>	
2	Feedback received from the clients served by the applicants on the basis of, Cleanliness, Speed of complaints redressal, Use of eco friendly material, mechanization of operation, Frequency of training provided to workers, etc. BITS Edu Campus will seek feedback from three clients out of the client references given by the bidder.	

Note: BITS Edu Campus will use criteria and information in addition to what has been asked above for Evaluation. This would include, but may not be limited to, verification of references given by the contractor, evaluation of contractor's existing work by making site visits, etc.

Signature of Authorized Representative    Date:  
 Name of Authorized Representative

Place: \_  
 [DULY AUTHORIZED SIGNATORY]

## Annexure -D

### **BIDDER DETAILS:**

#### Details of the Bidder

1. Name
2. Date of Incorporation/Partnership/Proprietorship and commencement of business
3. Certificate of incorporation
4. Brief description of the Bidder including details of its main line of business firms
5. Company website URL, if any
6. Particulars of the Authorized Signatory of the Bidder
  - a. Name
  - b. Designation
  - c. Address
  - d. Phone Number (Landline)
  - e. Mobile Number
  - f. Fax Number
  - g. Email Address

7. Year of establishment

8. Registration No.

9. ESI Registration No

10. P.F. Registration No

11. Income Tax – PAN No. / TAN No.

12. Detail of Housekeeping services executed during the last five years: Name

Address & Telephone No.

Period (from ... to)

13. Details of employees engaged by:

Sr. No.	Name	Designation	Qualification	No. of years employed
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Signature

Seal of Company

## Annexure - E

### NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at *Varnama-Vadodara* between:

- \_\_\_\_\_ constituted under \_\_\_\_\_ Act, \_\_\_\_\_ having its  
the \_\_\_\_\_

Corporate Centre at \_\_\_\_\_  
(hereinafter referred to as "INSTITUTES" which expression includes its successors and assigns) of the ONE PART;

And

- \_\_\_\_\_ (hereinafter referred to as " \_\_\_\_\_ " which  
expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing  
\_\_\_\_\_, has agreed to \_\_\_\_\_ for

BITS Edu Campus and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and in-tending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

**1. Confidential Information and Confidential Materials :**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored with-in network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether ma- chine or user readable.

**2. Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential in- formation") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) The statutory auditors of the Customer and
- (2) Regulatory authorities regulating the affairs of the Customer and inspectors and supervisory bodies thereof

- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### **3. Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### **4. Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any ex-pressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, decision of the BITS Edu Campus will be final.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

**5. Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_                      day of \_                      2018 at \_  
 (month)  
 (place)

For and on behalf of

Name		
Designation		
Place		
Signature		

**COMMERCIAL INDICATIVE PRICE BID**

To,  
 BITS Edu Campus,  
 Vadodara-Mumbai NH # 8,  
 Varnama, Vadodara 391240  
 Contact Number : 0265-2303991 Fax : 0265-2659999  
 Email : [info@bitseducampus.org](mailto:info@bitseducampus.org)

Sir,

**COMMERCIAL INDICATIVE PRICE BID :**  
**TENDER FOR COMPREHENSIVE ANNUAL HOUSEKEEPING CONTRACT FOR BITS Edu**  
**Campus, Varnama, Vadodara**

With reference to you Notice Inviting Tender for Comprehensive Annual Housekeeping Contract for BITS Edu Campus, Varnama, Vadodara, we give below our indicative commercial prices:

<b>Sr. No</b>	<b>Particulars</b>	<b>** Total Price (Rs.) per month [Inclusive of all Taxes]</b>
1	Total yearly cost for Housekeeping maintenance services for BITS Edu Campus, Varnama, Vadodara ( 40 Employees + 1 Supervisor)	
2	Total yearly cost for Garden maintenance services for BITS Edu Campus, Varnama, Vadodara (15 Employees + 1 Supervisor)	
	<b>Total</b>	

**\*\* NOTE: The Bidders should ensure to follow the minimum wages (Central Govt/State.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price. The Prices quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as Service Tax, GST, VAT/Sales Tax, Octroi, LBT, etc. TDS shall be deducted as per prevailing rate from monthly bills. Service Charges**

Signature \_

Name \_

Designation \_