



**BUREAU OF INDIAN STANDARDS**  
**भारतीय मानक ब्यूरो**

**Southern Regional Office:**

**Post Box No. 8290**

**CIT Campus, IV Cross Road  
Taramani, Chennai-600 113**

**Phone :**  
2254 1442, 2254 2519  
2254 1584, 2254 1216  
2254 2315, 2254 1984

**FAX :**  
+91-044-2254 1087  
+91-044-2254 2158

**Grams : Manaksanstha**  
**E-mail : [sro@bis.org.in](mailto:sro@bis.org.in)**  
**Website : [www.bis.org.in](http://www.bis.org.in)**

**Ref: SRO/Admn/8:2**

**19 Nov 2013**

Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai-600113 invites sealed tenders under two bid system from eligible firms/companies for providing housekeeping services for its office located at the above mentioned address

The Sealed bidding document (Technical Bid, Financial Bid & along with EMD duly filled and signed) should be addressed to the Deputy Director (Administration & Finance) at the above mentioned address on or before 11 December 2013, 1500 h. Tender received after stipulated time and date shall be rejected summarily

**Cost of Tender Document:** Rs.337/- (Rupees Three Hundred and Thirty Seven only) (inclusive of service tax) (Non-refundable) Either by Cash or DD only Drawn in favour of Bureau of Indian Standards

**Earnest Money Deposit:** Rs.25,000/- (Rupees Twenty five thousand only) Only DD in favour of Bureau of Indian Standards

**Issuance of Tender Document:** From 20 Nov 2013 to 10 Dec 2013 (Between 1000h and 1600h)

**Last Date for submission of Tender:** 11 Dec 2013 up to 1500 h

**Date and time of opening of Tender:** 11 Dec 2013 at 1530 h (Technical Bid)

The tender document may also be downloaded from our web site [www.bis.org.in](http://www.bis.org.in). The bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.337/- this should be attached with the fee for EMD in the Technical bid of tender document; else tender document for the bid will not be accepted.

The Bureau reserves the right to accept / reject any of the Tender(s) without assigning any reason whatsoever and shall be final and binding:

**DEPUTY DIRECTOR  
(ADMINISTRATION & FINANCE)  
BIS-SRO, Chennai-600113**

**TENDER DOCUMENT**  
**FOR**  
**HOUSEKEEPING SERVICE CONTRACT**  
**BUREAU OF INDIAN STANDARDS**  
**(Southern Regional Office)**  
**CIT CAMPUS, IV CROSS ROAD,**  
**CHENNAI**  
**600113**

Tel: 044-22541442, 22542519, 22541260  
FAX: 044-22541087, 22542158  
E-mail: [sro@bis.org.in](mailto:sro@bis.org.in), [adminsro@bis.org.in](mailto:adminsro@bis.org.in)

Price: Rs.337/-

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**BUREAU OF INDIAN STANDARDS  
(Southern Regional Office)**

**TENDER NOTICE FOR PROVIDING  
HOUSE KEEPING SERVICES**

Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai-600113 invites sealed tenders under two bid system from eligible firms/companies for providing housekeeping services for its office located at the above mentioned address

The Sealed bidding document (Technical Bid, Financial Bid & along with EMD duly filled and signed) should be addressed to the Deputy Director (Administration & Finance) at the above mentioned address on or before 11 December 2013, 1500 h. Tender received after stipulated time and date shall be rejected summarily

Cost of Tender Document:	Rs.337/- (Rupees Three Hundred and Thirty Seven only) (inclusive of service tax) (Non-refundable) Either by Cash or DD only Drawn in favour of Bureau of Indian Standards
Earnest Money Deposit:	Rs.25,000/- (Rupees Twenty five thousand only) Only DD in favour of Bureau of Indian Standards
Issuance of Tender Document:	From 20 Nov 2013 to 10 Dec 2013 (Between 1000h and 1600h)
Last Date for submission of Tender:	11 Dec 2013 up to 1500 h
Date and time of opening of Tender:	11 Dec 2013 at 1530 h (Technical Bid)

The tender document may also be downloaded from our web site [www.bis.org.in](http://www.bis.org.in). The bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.337/- and this should be attached with the fee for EMD in the Technical bid of tender document; else tender document for the bid will not be accepted.

The Bureau reserves the right to accept / reject any of the Tender(s) without assigning any reason whatsoever and shall be final and binding:

**DEPUTY DIRECTOR  
(ADMINISTRATION & FINANCE)  
BIS-SRO, Chennai-600113**

**IMPORTANT DATES AND INFORMATION**

<b>Sl. No.</b>	<b>FAQ</b>	<b>Answer</b>
1	Cost of Tender Document	Rs.337/- (Inclusive of service tax)
2	EMD	Rs.25,000/- (Rupees Twenty Five Thousand only) only Demand Draft should be submitted in favour of Bureau of Indian Standards, Chennai payable at Chennai
3	Performance Security Deposit	Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) only Demand Draft should be submitted in favour of Bureau of Indian Standards, Chennai payable at Chennai. (Applicable for successful bidder)
4	Address and place of Submission of Tender	Deputy Director (Administration & Finance) Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai-600113
5	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person
6	Last date and time of submission	Upto 1500 h of 11 December 2013 [Wednesday]
7	Date of opening Technical Bid	At 1530h on 11 December 2013 [Wednesday]
8	Date of opening Financial Bids for technically qualified bidder	To be notified later
9	Venue of opening tender	Committee room at the above mentioned address
10	All the bid documents from section-III to X need to be duly signed and sealed. However, the Financial Bid (Section-VIII) will be opened later on.	if any of the section III to X found to be not signed and sealed, the tender document shall be rejected
11	Duration of contract	One year from the date of awarding of contract, which is further extendable for a period of two years with same rates and terms & condition; subject to satisfactory performance of each year
12	Validity of Tender	120 days from the date of opening of tender
13	Total Number of pages of Tender Document	17 pages

## TECHNICAL BID SUBMISSION FORM

Dated

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

To

Deputy Director (Administration & Finance),  
Bureau of Indian Standards,  
Southern Regional Office,  
CIT Campus, IV Cross Road,  
Taramani,  
Chennai-600113

Ref: Invitation for Bid in respect of **Newspaper Advertisement** dated **20 November 2013**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for "Housekeeping Service Contract" for the Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai-600113.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that the Bureau is not bound to accept highest ranked bid / lowest bid or any other bid that the Bureau may receive.

Yours sincerely,

Authorised Signatory

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

Full Name and Designation

## **CONTACT DETAILS FORM**

### **General Details of Bidder**

1. **Name of the Company** .....
2. **Name and Designation of Authorised Signatory** .....
3. **Communication Address** .....  
.....
4. **Phone No. / Mobile No.** .....
5. **Fax** .....
6. **E-Mail ID.** .....

### **Particular Details of the Bidders Representative'**

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

### **UNDERTAKING**

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

**Signature of the Authorised Signatory**

**Date:**

**Place:**

**Designation:**  
**(Office seal of the Bidder)**

## GENERAL CONDITIONS

1. For the Bidding / Tender Document Purposes, Bureau of Indian Standards, Southern Regional Office, CIT Campus, IV Cross Road, Taramani, Chennai-600113 shall be referred to as -Bureau and the Bidder / Successful Bidder shall be referred to as -Contractor and / or Bidder or interchangeably.
2. The sealed bidding documents should be delivered in the Administration Section of this office on or before the stipulated date and time. The technical bid and the financial bid must be sealed in separate envelopes super-scribing "Technical Bid" and "Financial Bid" and both these two envelopes must be placed in a third envelope super-scribing "Tender for Housekeeping Contract Service". This third envelope should be sealed and delivered to the Deputy Director (Administration & Finance), Bureau of Indian Standards, Southern Regional Office, Chennai-600113.
3. Tender document may be purchased from Administration department of Bureau, Southern Regional Office either by cash or by Demand Draft for an amount of Rs.337/- (Rupees Three hundred and thirty seven only) in favour of "Bureau of Indian Standards", payable at Chennai. **The tender document may also be downloaded from our web site [www.bis.org.in](http://www.bis.org.in). The bidder who had downloaded the tender document should submit separate DD for the application fee of Rs.337/- along with the tender document; else tender document for the bid will not be accepted.**
4. While all efforts have been taken to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
5. Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Bureau. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
6. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
7. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
8. The parties to the Bid shall be the -Bidders (to whom the work has been awarded) and the Bureau of Indian Standards, Southern Regional Office, Chennai.
9. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post the Bureau of Indian Standards, Southern Regional Office, Chennai. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.



## Section-V

10. No request for transfer of any previous deposit of earnest money or Performance Security Deposit or adjustment against any pending bill held by the Bureau in respect of any previous work will be entertained.
11. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the EMD will be forfeited.
12. Validity of the Bids: The quoted bids shall have the validity for a period of 120 days from the date of opening of the tenders.
13. Opening of Tender: The tenderer either himself or may authorize any person to be present at the time of opening of the tender. The person attending the opening of the tender on behalf of the tenderer should bring with him a letter of authorization as proof.
14. Right of Acceptance: The Bureau of Indian Standards reserves all rights to reject any or all tenders without assigning any reason.
15. Communication of Acceptance ó Successful bidder shall give acceptance within 10 days from the date of receipt of the work order. Failing which, the work order issued stands cancelled and the EMD will be forfeited. Further, the successful bidder shall pay an amount of Rs.1,25,000.00 (Rupees One Lakh Twenty Five Thousand only) towards Performance Security which will be adjusted from the EMD.
16. Disclaimer: The near relatives of employees of the BIS are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - (a) Members of a Hindu Undivided Family.
  - (b) Their Spouse.
  - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
17. Corrigendum/Amendment to the tender will be effected if required.
18. The tenderer shall bear all cost associated with preparation and submission of tender form.
19. The bidder shall submit the tender form legibly in English and attach copies wherever required.
20. Bidders sending their bids through courier/ by Speed post should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for courier/ sent by Speed Post shall be granted.
21. The Technical Bid will be opened on, in the said date and said time at our office.
22. The agencies who qualifies the Technical bid shall be call for next meeting for opening of Financial Bid for which the date, time and venue will be intimated to the qualified agencies separately.

## Section-V

23. The bidder or the authorized person of the bidder are allowed to take part in the financial and technical bid opening meeting and they are required to sign the attendance.

24. Absence of bidder or representative shall not impair legality of the opening procedure

25. After opening of Technical bid and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that, the bidders meet the eligibility criteria as specified in the tender document.

26. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Bureau may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Bureau shall not be considered. The Bureau request for clarification and the response shall be in writing.

27. If a bidder does not provide clarifications of its bid by the date and time set in the Bureau request for clarification, its bid may be rejected.

28. The successful bidder shall enter into contract and the authorized signatory shall execute and sign the contract agreement in accordance with the article agreement before commencement of service.

Date:

Place:

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

### MINIMUM ELIGIBILITY CRITERIA

1. The following shall be the minimum eligibility criteria for fulfilling the Technical evaluation. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion. **(A Proof in support of the following criterion by the Bidder shall submitted).**
2. Bid Security (EMD): EMD for amount of Rs. 25,000/- is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of öBureau of Indian Standardsö Payable at Chennai.
3. The agency shall be a Limited Company or a Private Limited Company registered under the companies Act 1956, partnership firm or a proprietorship. **For proof, self attested/attested copy of Certificates of Incorporation / partnership deeds issued by the respective registrar of firms/companies may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.** The Bidder should have valid PAN issued by the Income Tax department.
4. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copy of relevant document in this regard should be attached in the tender document.
5. The agency should have minimum five years experience in providing housekeeping services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender. Attested copy of relevant document in this regard should be attached in the tender document
6. Income Tax Return of the company/firm for the past three years should be enclosed.
7. Service Tax Return of the Company/firm for the past three years should be enclosed.
8. EPF (monthly return) for the month of September & October 2013 should be attached.

Date:

Place:

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

**TECHNICAL BID DOCUMENT**

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

<b>Sl. No.</b>	<b>Particulars</b>	<b>***</b>
1	Name of the Tenderer/Firm, Office Address, Telephone No., Fax No., Mobile No., E-mail (Please attach registration certificate of Firm)	Copies should be enclosed
2	EPF Registration No. Document of Monthly Return submitted for the last two months September 2013 and October 2013	Copies should be enclosed
3	ESI Registration No.	Copies should be enclosed
4	Present Employers certificate	Copies should be enclosed
5	Experience certificate from existing employer/past employer Experience certificate should be enclosed for Five years.	Copies should be enclosed
6	Income Tax Return for the Past three years (2010-11, 2011-12 & 2012-13)	Copies should be enclosed
7	Service Tax Return for the past three years (2010-11, 2011-12 & 2012-13)	Copies should be enclosed
8	DD for an amount of Rs. 25,000.00 (Rupees Twenty Five Thousand only) in favour of Bureau of Indian Standards payable at Chennai.	
9	All the bid documents from section-III to X need to be duly signed with seal. However, the Financial Bid (Section-VIII) will be opened later on.	if any of the section III to X found to be not signed and sealed, the tender document shall be rejected

Date:

Place:

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

## FINANCIAL BID DOCUMENT

The agency willing to provide housekeeping services shall undertake the works quantified in Section-IX.

Sl. No.	Particulars	To be filled and not to be left blank.
1	<p>Bid value should be quoted only for one month for the quantified housekeeping work as specified in <b><u>Section-IX</u></b></p> <p>Bid value should not include Service tax which shall be raised in invoice every month in accordance to Government notification from time to time.</p> <p><b>Note:</b> <b>Only one bid value should be quoted and it should not be bifurcated in any manner.</b></p>	<p>Expenditure / month</p> <p>Rs. In Figures:</p> <p>Rupees in Words:</p>

**Note:** All cleaning items like spray, room freshener, deodorant, naphthalene ball, etc and other disinfectant and consumables shall be provided by the agency as per the requirements of every month and every now and then and cost of the same shall be reimbursed at the end of the month on submission of proper bills. This variable cost should not be included in the financial bid value.

Date:

Place:

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

## QUANTIFIED WORK FOR HOUSEKEEPING

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

### **General Information**

Area of the campus 6 50.06 m X 159.80 m (Including Building Area)

Area of the main building 6 2401.97 m<sup>2</sup> (ground floor + first floor + Second Floor)

Area of the Laboratory building 6 2921.26 m<sup>2</sup> (ground floor + first floor)

### **Work to be done daily:**

1. All the corridor (including stair case) of both the buildings should be broomed, swept and wet-mopped (This work should be completed before 9.00 AM).
2. The open area of the campus should be swept and all the leaves and rubbish materials should be disposed off before 9.30 AM (The rubbish items should be disposed in the corporation dumping yard which is located in front of the office).
3. The entrance glass door and reception area of the main building and lab building should be cleaned including the furniture.
4. Toilets of both the buildings should be cleaned twice a day and it should be disinfected with necessary disinfectant.
5. If required additional cleaning should be taken up as per the directions given by the Bureau.
6. Mopping of Microbiology Lab.
7. Sweeping of Sample Cell and removal of packing material from sample cell.
8. In addition to the above, canteen passages and all corridors should be broomed and wet-mopped after 1600h.

### **Work to be done twice and once in a week:**

1. All the rooms in the office should be mopped twice (Monday & Wednesday).
2. All the glass windows of the main building and lab building should be cleaned (Saturday or Tuesday).
3. Dusting of files, cleaning of side racks and office furniture's once in a week.
4. All the rooms should be broomed, cleaned and wet-mopped once in a week.
5. All the surrounding and rooms should be sprayed and disinfected for elimination of house flies and mosquitoes.

### **Work to be done once a month:**

1. All the grown plants that are found on the terrace and side wall of both the building should be removed.
2. The leaf and other rubbish that being accumulated on the terrace, window cantilever and canopy of both the building should be removed and cleaned.
3. All ceiling, walls and ceiling fan/furnitures of the building should be cleaned.
4. OHT and Sumps should be cleaned.

Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters, storm water drains, roads, and sewers etc. within BIS premises, preventive maintenance of the same, other misc. cleaning work if required. In addition to above incase of emergency cleaning should be done for the development due to unforeseen items like breakage, spillage, etc.

**Note: Interested agency shall visit our campus between 9.00 AM to 5.00 PM on all working days except Saturdays, Sunday and holidays and shall take note office open area, carpet area, toilets etc to be that cleaned.**

Date:

Place:

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

**GENERAL CONDITION OF CONTRACT**

1. The purpose of housekeeping is that the whole office premises of BIS, SRO must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office premises neat and clean whether such activities are elaborated hereunder or not.
2. All the employees to be provided for undertaking the housekeeping services in SRO shall be provided with required uniform and they should maintain decent behavior.
3. All the employees provided for the housekeeping services shall be governed under Govt. of India Ordinance Minimum Wages Act. EPF and ESI recovery & remittance shall be taken care by the Contactor.
4. All the employees to be provided for housekeeping services are bound to work all the days except Government holidays and Sundays and they should reach the office premises well in advance i.e., at-least before 15 minutes of the office opening time. The working hours of housekeeping is 0900 hrs to 1730 hrs with lunch break of 1300 hrs to 1330 hrs.
5. The contractor shall liable to pay, the monthly wages on or before 07<sup>th</sup> of succeeding month to his deployed housekeeping personnel in accordance to wages Act.
6. The contractor shall strictly observe and adhere the following from their deployed housekeeping personnel:
  - Are always smartly turned out and vigilant
  - Are punctual and arrive at least 15 minutes before start of their duty time.
  - Take charges of their duties properly and thoroughly.
  - Perform their duties with honesty and sincerity.
  - Read and understand their post and site instructions and follow the same.
  - Extend respect to all Officers and personnel of the office of the Bureau
  - Shall not drink on duty, or come drunk and report for duty.
  - Will not gossip or chit chat while on duty.
  - Will never sleep while on duty post.
  - Will not read newspaper or magazine while on duty.
  - Will immediately report to the DDAF any untoward incident/ misconduct or misbehavior.
  - Do not entertain visitors.
  - Shall not smoke in the office premises.
7. It is the sole responsible of the deployed housekeeping personnel to execute the assigned work perfectly and neatly, if any damages are caused to Bureau's assets while discharging the duty, suitable amount will be deducted from the contractor's monthly payment.
8. The contractor shall follow the instruction of Bureau from time to time in discharging the duty everyday.
9. The Bureau shall have the rights to remove any deployed housekeeping personnel from the duty who is considered to be undesirable.
10. The contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping work in accordance to the schedule of work.

## **Section-X**

11. The contractor shall issue identity card/identity documents of the employees who are instructed to execute the work.
12. All necessary reports and other information shall be supplied immediately by the contractor as required by the Bureau and regular meeting will be held with Bureau.
13. The contractor shall not employ any person of below 18 years and above the age of 60 years and they should be sound in health in carrying out the duty and should have infected diseases.
14. The contractor shall not subcontract or sublet the assigned work to any other agencies.
15. Except as expressly otherwise provide, the Bureau shall, as its own expense, provide timely all the required equipment, material, and facilities at the locations where the housekeeping services are to be provided/required to enable contractor employees to carry out the services.
16. The Bureau shall comply with and fulfill the recommendations (if any), if deemed necessary by the Bureau, made in writing by the Contractor in connection with the performance of the services. The Bureau shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the assigned services as soon as possible after the Bureau becomes aware of them.
17. If required amendment to the contract shall be effected from time to time in accordance to Government notifications and other developments.
18. The contractor shall raise the invoice/Bill before 07<sup>th</sup> of the succeeding month for the payment.
19. All the payments to the contractor by the Bureau shall be made through NEFT/RTGS only with applicable TDS in accordance with the Govt. of India guidelines from time to time.
20. Administrative Service charge (Bid Value) claimed for providing housekeeping contract shall not be raised at any cost during the contract period for any reason, force majeure etc.
21. All the cleaning items and consumables shall be provided by the contractor as per the requirement and the cost of the same shall be reimbursed by the Bureau on submission of bills / vouchers etc.
22. On expiry of the contract, such portion of the said Performance Security Deposit may be considered by the BIS sufficient to recover any incorrect or excess payments made on the bills to the firm, shall be retained until the final bill is settled.
23. In case of any accident caused to the housekeeping personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.
24. The contract shall be for a period of one year from the date of awarding of contract service and the same shall be extended for further period of two years with same rates and Terms & Conditions subject to mutual consent between the Bureau and Contractor and satisfactory performance by the contractor each year.



## **Section-X**

25. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to standards, warning notice shall be issued in this regard. If the situation continues till penalty will be imposed at the rate of 1% of the contract value per month.

26. The contract may be terminated by either parties by giving three month notice in writing.

27. The contract may be terminated by the Bureau by giving notice in writing to the Contractor, if in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, and the Bureau is of the opinion that any further continuance of the contract is not in the interest of the Bureau, then the Bureau shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by the Bureau as well as the performance security liable to be forfeited.

28. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Bureau in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Chennai and the decision of the arbitrator shall be final and binding on the parties.

29. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Chennai.

Date:

Place:

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