### **TENDER DOCUMENT**

for

### **Hospitality Services**

# NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS) BUREAU OF INDIAN STANDARDS A-20, 21, INSTITUTIONAL AREA, SECTOR 62, NOIDA 201301

Tel: 0120-4670232, 221, 227 FAX: 2402202/3 e-Mail: <u>nits@bis.org.in</u> Web: <u>www.bis.org.in</u>, <u>www.nits.org.in</u>

Price: Rs 750.00

(If downloaded from Website, enclose a DD for Rs 750.00)

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NIT No. TI/G- 50: 4 Date: 23 Jul 2010

## TENDER NOTICE FOR Hospitality Services

**NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION** invites sealed tenders under **two-bid** system from reputed and experienced agencies for providing Hospitality Services at the above address.

The interested agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Hospitality Services" and should reach NITS (shall be dropped in a sealed Tender Box, kept in the Administrative Block in NITS)before 1400 hrs on or before 16 Aug 2010. The technical bids shall be opened on the same day at 1500 hrs at NITS.

The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930 and 1700 hrs on payment of Rs 750.00 only (by demand draft or cash) or can be downloaded from BIS website. Those who download the tender document from website should enclose an additional DD for Rs 750.00 along with their tender bid in the Cover-I "Technical Bid. The bid security (EMD) of Rs 75,000.00/- (Rupees Seventy Five Thousand only) should be paid by Demand Draft in favour of **BUREAU OF INDIAN STANDARDS** payable at Delhi/Noida and shall be placed in Cover I with Technical Bid.

Any future clarification and/or corrigendum(s) shall be communicated through tender section on the BIS website <a href="www.bis.org.in">www.bis.org.in</a>, <a href="www.bis.org.in">www.bis.org.in</a>,

#### TENDER DOCUMENT

### BUREAU OF INDIAN STANDARDS NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION, NOIDA

#### QUOTATION FOR PROVIDING HOSPITALITY SERVICES AT NITS, NOIDA

#### TENDER REQUIREMENTS

#### A. Information relating to submission of Bids

- 1. Tenders are invited for providing Hospitality Services as mentioned in this document in the office of NITS located at NOIDA from the agencies that fulfil the criteria given below. The estimated yearly cost of these services is Rs. 25.0 Lakhs (Twenty Five Lakhs Only).
- 2. The period of contract under the scope of work shall be for 12 months, which can be further extended by mutual agreement on yearly basis up to 36 months depending on performance of the Agency and at discretion of NITS.
- 3. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from NITS on any working day between 0930h and 1700h on payment of non refundable charges of Rs 750/- or can be downloaded from BIS website. Those who download the tender document from Website should enclose a DD for Rs 750/- along with their bid in the Cover-I containing Technical Bid.
- 4. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscribed "Tender for Hospitality Services" to reach NITS (shall be dropped in a sealed Tender Box, kept in the Administrative Block in NITS) before 1400h on or before 16 Aug 2010. The technical bids shall be opened on the same day at 1500h at NITS in presence of the bidders or their authorized representatives who choose to remain present.
- 5. All the pages of the tender should be signed by the owner of the firm or his Authorized Signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.
- 6. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
- 7. The bidder shall pay Bid Security (EMD) of Rs 75,000.00 (Rupees Seventy Five Thousand only) along with the technical bid by Demand Draft in favour of "BUREAU OF INDIAN STANDARDS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation at any stage.
- 8. The bid security (EMD) shall be returned to the unsuccessful bidders after finalisation of contract without any interest.
- 9. As a guarantee towards due performance and compliance of the contract work, the successful bidder (Bidder) will deposit an amount equal to 10% of Annual Contract value towards Security Deposit by way of demand draft in favour of "BUREAU OF INDIAN STANDARDS" drawn on any Nationalized Bank/Scheduled Bank and payable at NOIDA/NEW DELHI.
- 10. The EMD deposited by successful Bidder will be adjusted towards Security deposit as mentioned above. The EMD amount shall be forfeited, if the successful bidder:
  - (a) Fails to furnish the difference amount between Security Deposit and EMD within 15 (fifteen) days after the issue of letter of award of work.
  - (b) Does not comply with other requirements for start of the contract.
- 11. The bid shall be valid and open for acceptance of the Competent Authority of NITS for a period of 90 days from the date of opening of the tenders and no request for any variation in

- quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
- 12. To assist in the analysis, evaluation and computation of the bids, the NITS may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 13. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by NITS shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
- 14. The quoted rates shall be more than the minimum wages of Govt of Uttar Pradesh and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, bonus, insurance, leave salary and any other applicable statutory contribution.
- 15. NITS shall reimburse the Bidder to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of UP above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Bidder making such payments to that extent only.
- 16. NITS reserves the right to accept or reject any or all bids without assigning any reasons. NITS also reserves the right to reject any bid which in its opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 17. Financial bids of only those agencies will be opened who qualify in the Technical bids.
- 18. The tender document is not transferable under any circumstances.
- 19. Any changes wrt this tender will be notified through website (Tender Section in www.bis.org.in; www.nits.org.in).
- 20. All cost incurred in connection with submission of bids like preparation, submission, any personal visits for seeing the location, submitting the bids personally, subsequent processing etc shall be borne by the bidder. NITS will not be responsible / liable for the same regardless of the outcome of the tendering process.

#### **B.** Eligibility Criteria for Tendering

- 1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of the opening of tender.
- 2. The Bidder shall have experience of providing Hospitality Service for last 3 years ending 31<sup>st</sup> March 2010.
- 3. Having successfully completed 3 similar works costing each not less than Rs 10 lacs in the last one year.

Or

Having successfully completed 2 similar works costing each not less than Rs 15 lacs in the last one year.

Or

Having successfully completed 1 similar work costing not less than Rs 25 lacs in the last one year.

- 4. Financial Turnover during the last 3 years, ending 31<sup>st</sup> March 2010 should be at least Rs 20 lac per year. Documentary evidence to be provided duly attested by CA.
- 5. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).
- 6. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

#### a) PF Registration

- b) ESI Registration
- c) Service Tax Registration
- d) Valid License, issued by Regional Labour Commissioner, Govt of India

#### C. Scope of Work

Providing Hospitality (Housekeeping and Catering) Services at National Institute of Training for Standardization, A-20-21, Institutional Area, Sector 62, NOIDA 201301

#### **C-1** House Keeping Services

1. The Agency shall provide House Keeping, Upkeep, Maintenance of NITS Hostel Block including, 45 Rooms, Computer Room, Laundry Room, Stores, Gym, Dining Hall, Kitchen, Recreation Hall, Corridors, Staircases, Terraces, Overhead Water Tanks, 7 Faculty Rooms in Administrative Block and in and around Open areas (outside NITS Hostel). (The agency may visit the site to assess quantum of work).

#### 2. Cleanliness

- a) The Agency shall ensure cleaning work including sweeping of floor, wet floor cleaning and dusting of wall, doors and windows from inside and outside, ceiling, staircase, dusting of Venetian blinds, cleaning of double beds, ACs, TVs, tables, chairs and cupboards, removing cobweb in building covering floor, ceiling, side balconies, corridors, stair cases and terrace on a regular basis.
- b) The Agency shall arrange to wipe the glass panels, doors & windows from inside & outside, window pans/glass door panels.
- c) Cleaning shall be done with approved material manually or by using mechanized equipments like vacuum cleaners, scrubbing machine and carpet shampooing machine etc, to be arranged by the Agency at their own cost.
- d) Furniture, fixtures, TVs, other electronics items, ACs, exhaust fans, ceiling fans etc. to be cleaned regularly without causing any damage to their exteriors, polish, finish, paint etc so that they appear always clean and dust free.
- e) The Agency shall ensure cleaning/wiping daily at least two times (morning and evening) to ensure dust free and clean environment.
- f) The Agency shall ensure that the floors are cleaned with suitable cleaning material on a regular basis or as and when required as informed by NITS. In no case acid will be used for cleaning purposes.
- g) The Agency shall clean the terrace of the building as per the given schedule.
- h) The Agency shall arrange to clean all areas covered by furniture and other items by removing the same as per the given schedule.
- i) The Agency shall ensure cleaning and wiping the toilets daily and the washbasins therein at least twice a day. The Agency shall not use any type of acid to clean the toilets (including of rooms). The Agency shall use reputed brand cleaner pre-approved by NITS for wiping steel pipes/water taps etc.
- j) The Agency shall also arrange to ensure mopping of the floors in the Corridor regularly or whenever required.
- k) The Agency shall ensure sweeping of the open area.

#### 3. General Maintenance

- a) Proper and regular care and safe maintenance of fittings, fixtures, electronic equipments, furniture and all other items will be the sole responsibility of the Agency.
- b) Any damage and/or loss caused to any equipment/fittings, etc. either by the Agency himself or by any of his employees shall be repaired/replaced by the Agency or compensated by the Agency at his own cost immediately without any burden on NITS
- c) The Agency shall arrange all type of cleaning/Maintenance equipment and such of those special equipments and apparatus required for maintenance of the premises, open areas, terrace areas etc. at their own cost.
- d) All equipment and items handed over to the Agency shall remain at the risk and in the sole charge of the Agency. The Agency shall be responsible *for* any loss or damage *thereto*, arising from *any* cause other than the accepted risks and shall deliver in its proper condition at the time of expiry of the Agreement. An inventory of these items will be made out and signed by the Agency and NITS's representative.
- e) The Agency shall provide house keeping and maintenance services in the Hostel viz., Managing the Reception, Check-in and Check-out formalities, Cleanliness, upkeep and maintenance *of* Hostel Rooms, maintenance *of* Gym/Health Club (to be developed), Terrace, and Common open area of the Hostel including all allied Services to the Guests.

#### 4. Quality Maintenance:

- a) The reputed brands of the items/materials/consumables for use shall be procured with the approval of NITS.
- b) The Agency shall maintain the entire premises of NITS Hostel Block and two pantries in Administrative Block in proper and hygienic condition to the satisfaction of NITS.

#### 5. Operation

- a. The Agency shall ensure cleaning of the entire Hostel Block and adjoining area by 08.45 a.m. daily. The Agency shall keep the rooms ready one day prior to the booking/training programme.
- b. The Agency shall provide the services for upkeep and maintenance round the clock. The Agency for the purpose may schedule deployment of personnel on flexi time/shift basis in consultation with NITS.
- c. The Agency shall prepare and submit a physical verification of items in a prescribed format every quarter.
- d. The Agency shall nominate one of its employees/senior representatives as authorized representative for regular interaction with NITS for smooth operation and implementation of the contract.
- e. The Agency shall arrange housekeeping services throughout the day till such time any training programme comes to an end. For this purpose Agency shall deploy sufficient number of workers in consultation with NITS, by rescheduling their deployment if necessary.

#### 6. Disposal of Waste/garbage

- a. The Agency shall ensure disposal of canteen & hostel waste collected on a daily basis and accumulation of garbage/waste in and around of NITS Hostel premises. The garbage should never be kept overnight in the NITS premises. It shall be the responsibility of the Agency to segregate and dispose off garbage at least twice in a day and/or at any time when garbage is accumulated in a larger quantity than the capacity of dustbin/garbage drum at their own cost and as per prescribed norms / practice by the local Authority, if any.
- b. Dust, waste materials shall be collected in proper bins and disposed of immediately. Plastic bags shall be used in all the dust bins in the premises, cafeteria etc. for easy collection and disposal; so that the dust bins are maintained neat & clean and in a hygienic condition.
- c. The Agency shall use big size black coloured plastic carry bags to carry the garbage/dust/waste material in a trolley for disposal purpose.
- d. The Agency shall arrange trolleys/transportation arrangements etc for disposal of waste material/garbage, malba, minor building rubbish, earth, etc., to be disposed off beyond the premises up to authorised Municipal dumping yard/ground etc at their own cost.
- e. The Agency shall ensure collection of dry leaves, unwanted weeds, dead animals and insects, etc. lying in the open area in and around NITS Hostel Block, in a polythene bag for disposal.

#### 7. Reception Service in Hostel Block

- a) Reception service in the hostel shall be operated by the Agency through the Supervisors.
- b) The Agency shall operate telephone facility in the Reception on chargeable basis (cash) for the guest. The charges for the same shall be displayed after the approval by NITS. NITS will not entertain any responsibility/loss/damage of the Agency on this account.
- c) The Agency shall provide assistance services round the clock on a three shift basis to all the guests. The services include carrying the bags/baggage of the guests from Gate/Reception/Administrative building to the allotted room and at the time of checking in/out, without any payment.
- d) The Agency shall provide at their own cost, a set of Newspaper (2 English, 2 Hindi) at the Reception
- e) The Agency shall provide at their own cost a Welcome Kit, containing the following, to be placed in a presentable manner in each room at the time of check-in:
  - Welcome Letter
  - Details about Delhi/NOIDA with places of interest
  - Rate list for Taxi Charges including directory of near by Taxi
  - Service providers as given by NITS
  - Telephone/Intercom Nos. details
  - Details of services and facilities available
- f) The Agency shall keep a Complaint/Suggestion Book at Reception to record complaints/suggestions on services rendered by the Agency and such complaints shall be taken note of and acted upon immediately, All Complaints made by the Guests/visitors must be brought to the notice of NITS along with details of actions taken.

g) The Sofas at the reception shall be dry-cleaned once in three months.

#### 8. Room Services in Hostel

- a) The Agency shall provide round the clock service in the Hostel rooms and premises to the guests.
- b) The Agency shall be responsible to keep room(s) ready in all respects daily and within reasonable time after the vacation of the room(s) by the guest(s). All linen shall be washed with clean water and soaps/ detergents, neatly packed and stored so that the linen are clean and soft. Required linen shall be provided by NITS and maintained by the Agency.
- c) The Agency will ensure that the linen is changed every alternate day and as and when requested by the guest(s).
- d) The Agency shall arrange to refill the drinking water Jugs placed in the rooms as per requirement and as and when requested by the guests.
- e) The Agency shall provide the following toiletries at their own cost daily in the each Toilet/Room for each guest:-
  - Toilet Kit (Soap, Comb, Oil and Shampoo Sachets)
  - Mosquito Repellent
  - Laundry Bag
  - One Hindi or English Newspaper (as per the requirement of guest)
- f) The Agency shall place the following on a daily basis (in a tray) in each room at their own cost:
  - Tea Kit (2 Tea bags, 2 Coffee sachets, 4 Sugar sachets, 4 Milk sachets and 2 Sugar free Sachet)
  - 2 Sachets of Biscuits (salty and sweet) containing 4 each
  - Electric Kettle
  - Cups, Saucers and Glass Tumbler 2 each
  - Water Thermos of 1 litre capacity
- g) The Agency shall spray room fresheners at regular intervals and whenever requested by the guest.
- h) The Agency shall arrange at their own cost for dry cleaning of blankets and curtains once in three months or earlier based on need or on advice of NITS. The Agency shall also ensure cleaning/shampoo washing of sofa sets/chairs once in 3 months or earlier.

#### 9. Recreation Room

The Agency shall maintain the recreation facilities (provided by NITS) and also issue and receive back the sports items/articles such as TT balls, rackets, shuttle cocks, etc. to/from the guests. Required number of such items will be provided by NITS to the Agency.

The Chairs and sofas shall be dry-cleaned once in three months and whenever required.

#### 10. Kitchen and Dining Hall

The Agency shall maintain the kitchen and dining area clean and hygienic condition.

The Dining Tables and Chairs shall be cleaned after each use. The Chairs of dining hall shall be dry-cleaned once in three months and whenever required

#### C-2 Catering services

1 The Agency shall provide catering services in the Dining Area and/or administrative building premises for the guests and NITS employee as per details given in financial bid (Cover II)

#### 2. Provision of Potable Packaged Drinking Water

- a) The Agency shall ensure that potable drinking water requirement of all working in NITS premises including participants is met throughout the day, during the programmes and during their stay in NITS campus.
- b) Collection & distribution of water from the source to various consumption points is the responsibility of the Agency.
- c) It shall be the responsibility of the Agency to arrange potable drinking water as follows:
  - i) In the class rooms at reasonable intervals during Training Programmes
  - ii) In the Office rooms for NITS employees at reasonable interval.
- d) Jars of 20 ltrs Packaged drinking water will be provided by NITS.

#### 3. Regular Programmes

- a) The Agency shall provide regular catering service to the guests in the dining hall or NITS premises as per the following (Menu is given at Annex 1):
- Buffet Breakfast
- Mid Session Tea (morning & afternoon)
- Evening Tea
- Buffet Lunch & Dinner
- VIP Lunch/Dinner/High Tea (as and when required)
- b) The Agency shall provide varieties in Menu/Cuisine in consultation with NITS and shall get the weekly menu approved from concerned officer of NITS.
- c) Agency shall provide adequate crockery, cutlery, table cloth, table mats etc. of approved quality, in the dining hall at their own cost.
- d) The Agency shall deploy chef and adequate catering staff, trained and well experienced to ensure timely, efficient and prompt service. The Agency shall provide trained manpower services both in the dining hall and Administrative building as and when required (class rooms, conference rooms, VIP Lounge and Auditorium). However, sufficient manpower shall be deployed depending upon the number of programmes/events in progress on a day to day basis. The Agency may use the pantry rooms available in the Administrative building for the purpose.

- e) The serving staff shall be in uniform, presentable, well-mannered and trained. Adequate sets of uniform shall be provided by the Agency.
- f) The Agency shall arrange the special equipments and apparatus required for cooking in the Kitchen at thier own cost

#### 3. Special Events Arrangements

- a) NITS may arrange special events, some times at short notice, besides regular training activities in which the Agency may be required to provide additional services.
- b) For any special events, menu may be different or in addition to the normal notified menu, the rates for which shall be mutually decided prior to organizing the event.

#### 4. Personal Hygiene:

The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health check ups. The staff should trim their nails regularly and wear caps & gloves at the work place. Smoking, eating or chewing of tobacco/zarda/gutka etc, spitting is strictly prohibited.

#### 5. Quality Maintenance:

- a. The eatables served by the Agency to the Guests/NITS employees shall be hygienic, free from any sort of adulteration or foreign ingredients etc. Food items containing any foreign ingredient shall not be served.
- b. Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or Fish; and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
- c. Vegetarian and Non Vegetarian dished shall be prepared and served separately.
- d. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry.

#### 6. Operation

a. The timings for providing catering services shall be as given below:

•	Breakfast	- 08.00 a.m. to 09.30 a.m.
•	Mid Session Tea/Coffee	- 11.00 a.m. to 11.30 a.m.
•	Lunch	- 01.00 p.m. to 02.00 p.m.
•	Mid session Tea/Coffee	- 03.00 p.m. to 03.30 p.m.
•	Evening Tea and Snacks	- 06.00 p.m. to 07.00 p.m.
•	Dinner	- 08.30 p.m. to 10.00 p.m.

- b. The Agency shall be required to adjust/change the above timings as and when required depending upon the progress of the training programme(s). It shall be ensured that tea/coffee is served steaming hot.
- c. The Dining Hall shall remain open on all days when any programme is scheduled or Guests are staying in the hostel rooms.
- d. The Agency should be prepared to serve for parties in the Dining Hall/Other location for which it may be required to have other arrangements like fans, candle burners/gas burners, table ware and thermo ware etc at their own cost.

#### 7. Inspection:

- **a.** NITS will check the quality of grains, oil, vanaspati oil, atta (flour), fruits, vegetables and provisions used or stored in the store room for cooking. Any deficiency pointed out shall be promptly removed.
- **b.** The Agency shall allow the food inspector/ NITS Officer to inspect the foods items and services for their quality, as per prevailing rules and regulations. The Agency shall abide by all laws applicable.
- c. In case of dispute regarding the services, quality or the quantity of the food, snacks, tea etc., the decision of NITS will be final and binding.

#### 8. Maintenance of Dining Hall

- **a.** The Agency shall prepare and serve the breakfast/lunch/dinner, as per Menu, in a pleasing and presentable manner. White cloth and coloured frill required for covering the serving table shall be provided by the Agency at their own cost.
- **b.** Table Mats shall be provided on white table cloth and maintained in a neat and clean condition for dining tables.
- c. Disposable paper/cloth napkins, salt and pepper and glass tumbler with cover (of approved quality) shall be placed on dining tables at their own cost.

#### 9. Service during the Training

- a. Arrange for Tea and Coffee with snacks and cookies (2 types) at the assigned place during mid-session breaks.
- b. The Agency shall place hot Tea/Coffee Dispenser (to be provided by Agency) along with service boys to serve tea and coffee in front of all the Training Halls to the participants during the mid-session breaks.
- c. The Agency shall arrange to serve tea and coffee and water in the training halls, as and when required.

#### C-3 Provisioning of Certain Services on Payment basis

- a. The Agency shall provide regular canteen service (Tea/Coffee/Lunch/snacks) on mutually agreed rates to the NITS employees and other Outside agencies personnel in the NITS premises at their work place as per requirement on payment basis.
- b. The Agency shall provide consumables like Biscuits/Snacks /Cold drinks/ Juice/Tea/Coffee etc to guests as approved by NITS whenever requested on payment basis.
- c. The Agency shall provide other toiletries/cosmetic items of reputed brands approved by NITS. They will also provide facility for Laundry/Dry Cleaning/Shoe Shine to the guest(s), whenever requested.

- d. The Agency, on request from the Guest(s) or from NITS, shall arrange taxi on call basis from the approved service provider as per the rates finalized by NITS. The charges for the same shall be displayed after the approval by NITS and shall be borne by the Guests.
- e. The Agency may also arrange Masonry, Carpentry, minor electrical services and minor painting/whitewashing works or any other miscellaneous works/services on cost basis with due approval of NITS.
- f. The NITS approved charges for c & d above shall be displayed.
- g. NITS shall not be responsible for any amounts due to the Agency arising out of supply of any of the above service or material including foodstuffs supplied to any guests/unauthorised persons/ individuals.

#### **D.** Terms & Conditions

The Agency shall be responsible for the following:

- 1. Proper maintenance and safety of all furniture & fixtures, materials, goods, electronic items, stocks, books, periodicals, vehicles lying in NITS premises. The cost of missing items/shortage of stock/materials will be deducted from the monthly payments of the Agency
- 2. Maintain its gadgets & equipments in good working conditions with all safety measures at its own cost.
- 3. Devotion or full attention to the work of housekeeping shall discharge its obligations under the agreement most diligently and honestly.
- 4. Providing summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the same in clean condition while on duty. NITS shall not pay any extra charges to the Agency against these items.
- 5. Uniform for various categories of workers to be provided by the Agency at their own cost, shall be decided in consultation with NITS.
- 6. Desired level of cleanliness in the entire Hostel Block of the NITS and for this to provide all materials / instruments / tools etc. The supervisor to attend to complaints on urgent basis round the clock.
- 7. Providing Instruments in sufficient quantity, which may include the following:
  - a. Glass Cleaners
  - b. Vacuum Cleaner etc.
  - c. Polishing Machine
  - d. Brasso/ Silvo/ Polishing Material etc.
- 8. Specialized maintenance of all hostel rooms and bathrooms along with furniture, fixtures, mattresses, pillows, blankets, bathroom/ hostel room/office room/class room, linen, bathroom fittings, buckets, sanitary wares, brackets etc. will be ensured.
- 9. Beds in the rooms will be maintained with Bedcovers. Towels and bedroom linen will be changed on alternate days or earlier as may be decided by the NITS. The Agency at its own cost will arrange washing of all linens, curtains including dry cleaning of blankets etc. wherever provided. Washing of Linen includes washing of Curtains, Bed sheets, Bed Covers, Pillow Covers, Towels, Sofa Covers etc. wherever provided. Blankets will be kept with inner sheets in all the rooms.
- 10. Provision of the following services and specialized staff will be ensured:
  - i. Service boys to ensure upkeep of classroom/hostel rooms/ etc. Provision for adequate manpower for prompt cleaning of class rooms during every session of course and at the end when the program is over.

- ii. Plumber with plumbing licence and plumbing kit.
- iii. Skilled, semiskilled and unskilled staff whenever required
- iv. Provision of daily, weekly and monthly services as given below

#### Daily Services:

- i. Removals of waste material.
- ii. Sweeping and wiping of all floors, dusting of furniture, cup-boards telephone instruments and doors, windows, blinds and glass partition using glass cleaning chemicals.
- iii. Filling of water in water coolers and jugs
- iv. Upkeep of Hostel Block

#### Weekly Services:

- i. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas etc.
- ii. Removal of cobwebs, dusts, termites, insects, pests etc.
- iii. Windows sponging and cleaning.
- iv. Cleaning ceiling fans, air-conditioning grills, tube lights, etc.
- v. Cleaning of dustbins and buckets & mugs with detergents.
- vi. Upkeep of partition glasses and panes with utmost care and by application of glass cleaning chemicals.
- vii. Detergent cleaning of sanitary wares.
- viii. To spray Finit/Baygon etc in the entire Hostel Block to keep all such areas insects free.
- ix. Specialised cleaning of computers, peripherals, hardware, telephones, workstations and other sophisticated equipments like refrigerator, deepfreezer, microwave, washing machine, water cooler etc.

#### Monthly Services:

- i. Vacuum cleaning/washing of carpets
- ii. Polishing & oiling of door closers, door handles, and other brass fittings with Silvo/Brasso/Lubricants. Dusting & cleaning of Murals,
- iii. Sceneries, Photo-frames, idols, etc.
- iv. Polishing of taps and other steel fittings in the toilets with Silvo/Brasso.

#### • Quarterly Services:

- i. Dry-cleaning of Sofas, Chairs, Blankets Curtains and Venetian Blinds
- ii. Cleaning of Overhead Water Tank

### NOTE: The Agency shall maintain a register for Daily/Weekly/Monthly/Quarterly Services including quality (Brand) and quantity of the material purchased and used.

- 9. Staff deployed is trained in Hospitality, bear good conduct and physically fit for the work and not more than 50 years of age. The Agency will get their antecedents, character and conduct verified.
- 10. The skilled, semiskilled and/or unskilled persons deployed by the Agency shall be of sound physical & mental health and should not be under the influence of any drug or

- liquor during duty and have full knowledge & experience to competently complete the job assigned to them.
- 11. Deploying adequate trained manpower in all facets of Hospitality work and shall provide necessary undertaking and documentary evidence in this regard.
- 12. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to NITS, whatsoever it may be.
- 13. To bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by the NITS from time to time.
- 14. Providing and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/local authorities or other authorities as are in force from time to time.
- Responsible for compliance to the provisions of various labour and industrial laws, such wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it at NITS or for any accident caused to them and the NITS shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the NITS for whatever reason. Also to be responsible for the insurance of its of various Laws/Acts personnel and compliance and their reenactments/amendments/modifications
- 17. The security Deposit shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of EPF of workers engaged during contract period or after submitting the individual EPF account details to be certified by Provident fund commissioner's office, submission of receipts of payment of service tax (month wise details) duly certified by Central Custom & Excise office etc., if any, as specified in the tender at appropriate places.
- 18. In case of any change of constitution of the Agency, the rights of NITS should not suffer.
- 19. All personnel engaged under this contract by the Agency shall be employees of Agency. NITS shall not have any liability/ responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in NITS or elsewhere.
- 20. Maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of NITS as and when required.
- 21. Taking protective measures to protect the property and persons and prevent accidents during the contract period. He shall indemnify the NITS against all claims of damage or injury to any person or persons or property resulting from and in the course of this contract. The Agency shall keep the NITS indemnified against all the claims and liabilities.
- 22. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of NITS, they shall work under directives and guidance of Head, NITS and

- will be answerable to NITS. This will, however, not diminish in any way, the Agency's responsibility under contract to the NITS.
- 23. A senior level representative of the Agency shall visit NITS premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the NITS officer dealing with services under the contract for mutual feed back regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the NITS.
- 24. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the NITS at any time without assigning any reason whatsoever. Any replacement of the personnel, as required by NITS for any reason specified or otherwise, shall be effected promptly without any additional cost to the NITS. The personnel being deployed shall ordinarily be continued and would not be changed without written intimation and consultation with NITS.
- 25. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NITS/Govt. of India/any State/or any Union Territory.
- 26. Good standard of services shall be maintained as indicated.
- 27. NITS reserves the right to reduce or increase the manpower for housekeeping, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
- 28. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for NITS it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the NITS.
- 29. In case it is found that any theft, pilferage, loss or damage has occurred to the person, property or premises of the NITS due to negligence of personnel in performing his/ her duty and /or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by NITS shall be recovered from the Agency's monthly bill or from his security. In such matters, where required, the Agency will investigate and submit a report to NITS and maintain liaison with the police. FIR will be lodged by NITS, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
- 30. In case NITS is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be born by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by NITS.
- 31. The Agency shall ensure that all staff appointed by them is fully loyal-to and assist the NITS during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the NITS.
- 32. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments there of, Authorized officer of NITS shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of NITS shall be final in regard to all matters arising under this clause.
- 33. In the event of any person deployed by the Agency being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the Agency shall make provision for leave reserve.

- 34. Maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time at NITS Hostel Block and to submit to NITS an attested photocopy of the attendance record with the monthly bill.
- 35. The NITS shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
- 36. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
- 37. No request for making advance payment on any ground shall be entertained.
- 38. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
- 39. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
- 40. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 41. During the course of the contract period, the Agency shall deposit service tax at prevailing rates as per GOI norms.
- 42. The decision of NITS in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 43. An agreement shall be signed with the successful agency as per specimen enclosed.
- 44. The Authorised Officer/Committee of NITS shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
- 45. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by NITS) with out any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
- 46. **Penalty:** In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- 47. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
  - a) Assigns or sub-contracts any of this service.
  - b) Violation/contravention of any of the terms and conditions mentioned herein.
  - c) Does not improve the performance of the services inspite of instructions.
  - d) Any violation of instructions/agreement or suppression of facts.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within two days or date specified by NITS. NITS shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

- 48. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by NITS, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 49. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Distt. Gautam Budh Nagar.

#### Annex 1

#### **FOOD MENU**

#### **BREAKFAST**

**1. Juices -** Fresh/Canned Seasonal Fruit Juice/ Canned Tomato Juice

OR

Fresh Fruit Platter - (Min. two Seasonal fruits)

- 2. Breakfast Cereals Wheat Flakes/ Corn Flakes with Hot / Cold Milk
- 3. Morning Bakery Plain/Fruit/Chocolate Chip Muffin/cake
- **4. Eggs to order -** Boiled/Masala/Plain Omelette
- 5. Bread Brown / White Toast/ Hash Brown with Butter, Jam and Sauce
- **6. Main Course -** Idli/Dosa with Sambhar and Coconut or Tomato Chutney/ or Stuffed Paratha and Curd / Aloo Puri or Cholley Bhatture
- 7. Tea/Coffee/Milk

#### Mid-Session Tea/Coffee (Morning, Afternoon and Evening)

- 1. Assorted Cookies (Sweet & Salt) with morning and Afternoon tea
- 2. Snacks (Paneer Pakora/ Mix Veg. Pakora/ Potato Bonda/ Samosa/ Bread Pakoras/ Dhokla/ Sandwiches) with Morning and Evening Tea
- 3. Tea and Coffee

#### LUNCH/DINNER

- 1. Soup Cream of Tomato/ Sweet Corn Soup/ Veg Soup/ Tamatar Dhania ka Shorba
- 2. Salads Two types of Salads including Green Salad

#### **Main Course**

- **3. One Non- Veg** Boneless Chicken/Chicken Curry/Kebab/Murg Tikka or Grilled Fish/Fish curry/Fried Fish or Mutton curry / kebabs
- 4. One Paneer Dish Shahi Panner/ Matter Paneer/ Malai Kofta/ Kadhai Paneer
- **5. One Seasonal Vegetable -**Mix Veg / Kofta /Bhindi/ Cabbage/Cauliflower/ boiled Vegetables)/ Dum Aloo/ baby corn

**6. One Dal -** Yellow Dal Tadka/ Dal Makhani/Rajma/ Chane/ Sambar-dal

7. Rice - Steamed Rice/Zeera Rice/ Veg Pulao/ Fried Rice

8. Curd - Plain Curd/Boondi Raita/Mix Raita/ Dahi Bhalla with sonth

9. Breads- Tawa roti/Naan/Pudina Parantha/Tandoori Roti/Lachha Parantha

10. Achaar + Papad + Chutney (Mint-Coriander)

11. Desserts - Rasmalai/Gulab Jamun/Moong Dal halwa/Gajjar halwa/ Malpua/ with Rabri/ Custard with Jelly / Rasgolla/ Ice Cream (different

flavours)

#### VIP LUNCH / DINNER

**1. Soup** (**Two**)-- Cream of Chicken/Chicken noodle Soup and Cream of Tomato/Sweet Corn/ Veg Soup/ Tomato Dhania Ka Shorba

**2. Salad (Three Types)-** Green Salad and Potato Red Chilli Salad/Cherry Tomatoes & Baby Spinach/Sliced citrus fruits in pickle marinade/Sprout salad/ Onion in Vinegar

#### **Main Course**

- 3 Non Veg. (two)- Grilled Fish with Lemon Butter/Fish Curry / Boneless Chicken/tandoori chicken/Chicken malai tikka, Mutton chatpatta / mutton curry
- 4 Vegetable whole wheat sandwich or Paneer tikka sandwich
- Three Vegetable- Boiled vegetable/Mix Vegetable & any two out of Mutter paneer/ Malai Palak/ Mattar Mashroom Navrattan Korma/ Bhindi do pyaza/ Kofta curry/ Cauliflower/Sarson-Ka-Sag etc
- 6 Yellow Dal Tadka/Dal Makhani/Rajmah/Channe
- 7 Steamed Rice/ Navarattan Pulao/ Zeera Rice/ Veg Pulao
- 8 Plain Curd/Boondi Raita/Vegetable Raita/ Dahi Bhalla
- 9 Plain/Butter Naan/Rotti/ Parantha/Tawa Roti/Missi/Makki Roti etc plus additional items as desired by NITS
- 10 Achaar+ Papad+Chutney
- 11 Dessert (Two) -Rasmlai/GulabJamun/Moong Dal Halwa/Gajjar Halwa/Custard with Jelly/Malpua with Rabri/ Rasgolla/ Date Panacakes/ Pastry/Vanilia Ice Cream with Hot Chocolate Sauce/Butter Scotch

#### **High-Tea**

- 1. Waffers
- 2. Paneer Pakora/ Dhokla/ Onion Kachori/Samosa/Mix Pakoda
- 3. Coconut Cookies/Cheese Straws
- 4. Rich Plum Cake/Mini Pastry
- **5.** Roasted Cashew Nuts
- 6. Tea & Coffee & Fruit Juice and Soft Drink

Note: The Agency should be ready to provide additional or replace the above dishes with South Indian or Chinese dishes as and when desired by NITS

TECHNICAL BID (In separate sealed Cover-I superscribed as Technical Bid)

1.Name & Address of the Agency with phone number, fax number, e-mail etc	
2.Name and designation of contact person with telephone/mobile number etc	
3. Experience in the work of providing Hospitality Services. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for last 3 years along with a certificate from the agency where the job was carried out.	In following format
Sl.No. Name of Organization Period with complete address and contact details	Contracted Reason To Amount for (Rs per month) Termination
4. Organizational details :	
<ul> <li>a) Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:</li> <li>b) Is the establishment registered with the Government; please give details with document/evidence.</li> <li>c) Do you have labour licence. Please provide details and attach a copy.</li> <li>d) Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in NITS.</li> </ul>	
4. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.	
5. Please give EPF No: ESI Code: Gratuity Act Regn. No:	
6. Are you governed by minimum wages rules of the Govt of UP. If yes, please give details.	

7. Please attach copy of last return of Income	
Tax	
8. Please attach balance sheet of the company,	
duly certified by Chartered Accountant for last	
3 years.	
9. PAN No. (Please attach copy)	
10. Vat No. (Please attach copy)	
11. Trade Licence No. (Please attach copy)	
12. Service Tax Registration No. (Please	
attach copy)	
13. Acceptance of terms & conditions attached	
(Yes/No). Please sign each page of terms and	
conditions as token of acceptance and submit	
as part of tender document.	
14. Power of Attorney/authorization for	
signing the bid documents	
15. Please submit an undertaking that no case	
is pending with the police against the	
Proprietor/firm/partner or the Company	
(Agency). Indicate any convictions in the past	
against the Company/firm/partner.	
16. Details of the DD/Pay Order of Rs	
75,000.00 towards EMD and a DD for	
Rs 750/- in case tender document is	
downloaded from BIS website.	
DD/PO No.	
Date:	
Drawn on:	
Declaration by the Tenderer •	

#### Declaration by the Tenderer :

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

Encis:	I. DD/Pay Order No
	2. Terms & Conditions (each page must be signed and sealed)
	2.00

3. Financial Bid.

(Signature of Agency with seal)
Name:
Seal:
Address:

Phone No (O):

## FINANCIAL BID (In sealed Cover-II super scribed "Financial Bid")

#### A. Housekeeping Services

Sl. No.	Description	Hours of Duty	No. of Personnel					Total Amount for Required No. of Personnel (in Rs.)				
				Minimum Wages	EPF Contribution	ESI Contribution	Adm. Charges to be paid to Govt. Agency, if any	Service Tax	Service Charges /Profit	Any Other Charges	Total	
1.	Manager	8	1									
2.	Supervisor-cum-	8	2 (one from									
	Storekeeper		0600 hrs to									
			1430hrs and									
			other from									
			1400hrs to 2230 hrs)									
3.	Room Boys /	8	3 (One in									
	Bell Boys		each shift)									
4.	Service Boys	8	3 (two from									
	(Helpers, Safai		0600 hrs to									
	Karamchari etc.)		1430hrs and									
			one from									
			1400hrs to									
_	DI 1 ( '.1	0	2230 hrs)									
5.	Plumber (with	8	1 (from 0600									
	plumbing		hrs to									
	licence)		1430hrs)									
6.	Total											

7.	Cost of Consumable Materials			On Month	ly Basis							
8.				Grand Total (Sl. No. 6+7)								
9.	Additional	Daily	As and when									
	Manpower (for	basis	required by									
	any		NITS									
	miscellaneous											
	works)											
	- Unskilled											
	- Semi-											
	skilled											
	- Skilled											
						·			(A)	Total Ann	nual Cost	

**Note:** i) Please enclose the copy of the latest Govt Order on Minimum Wages.

#### **B.** Catering Services

SI. No.	Items (as per details given in Annex A)	Rate (in Rs.) #	Approximate units in a year(number can increase or decrease on actual basis)	Total Amount (in Rs.)
1.	Breakfast		3500	
2.	Morning Tea/ Coffee with Cookies & Snacks		5000	
3.	Afternoon Tea /coffee with Cookies		5000	
4.	Evening Tea with snacks		3500	
5.	Lunch		5000	
6.	Dinner		3500	
7.	High-Tea		As and when required	
8.	VIP Lunch/ Dinner		As and when required	
9.	Any other, pl. specify			
10	Total of 1 to 6 (B)			

# The rates shall include the cost of manpower (including trained chef and catering staff), materials including tea kit, canteen services, fuel, cooking equipment, utensils, and crockery etc. No other charges will be paid. Exclusive manpower shall be deployed for catering operations. Manpower from Housekeeping Services shall not be diverted to Catering Services.

Grand Total of A + B = Rs.... (in words)

#### **Declaration by the Agency:**

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

Note: i) No other charges would be payable by NITS.

ii) There would be no increase in rates during the Contract period except for provision made under the terms and conditions.

(Signature	of	Agency	with	seal)
Name:				

Date:

#### (On Rs 100.00 Non-Judicial Stamp Paper)

#### **DRAFT AGREEMENT**

This agreement is made on .	da	ay of	Tw	o thousand ter	n between
NATIONAL INSTITUTE (	OF TRAINING	FOR STA	NDARDIZ <i>A</i>	ATION (BUR	EAU OF
INDIAN STANDARDS),	NOIDA, as	one part,	hereinafter	called 'NI	TS' and
M/s,	having	its	registered	office	at
		_ hereinafter	called the	'Agency' for	providing
Hospitality Services on the other	her part.				

WHEREAS the NITS is desirous to engage the Agency for providing Hospitality Services for NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION at NOIDA on the terms and conditions stated below:

- 1. The Agency shall be solely responsible for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, insurance etc relating to Housekeeping Services personnel deployed in NITS.
- 2. The NITS shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the Agency to the manpower deployed and it shall be the duty of the Agency to ensure the disbursement of wages in presence of such authorized representative of NITS.
- 3. The NITS shall release the payment to the Agency only on full satisfaction through documentary evidence that the Agency has paid all the wages and benefits to the manpower engaged in the services and also paid all statutory Govt. dues.
- 4. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NITS. The NITS shall have no liability in this regard.
- 5. **Penalty:** In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- 6. **Termination:** The Contract may be terminated by giving one months notice, in case the Agency:
  - a. Assigns or sub-contracts any of this service.
  - b. Violation/contravention of any of the terms and conditions mentioned herein.
  - c. Does not improve the performance of the services inspite of instructions.
  - d. Any violation of instructions/agreement or suppression of facts.

On termination of the contract, it shall be the responsibility of the Agency to remove his men and materials within two days or date specified by NITS. NITS shall not indemnify any loss caused to the Agency by such terminations, whatsoever it may be.

- 7. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by NITS, Bureau of Indian Standards. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 8. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Distt. Gautam Budh Nagar.
- 9. Security deposit equal to 10% of the Annual contract value (refundable without interest after three months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished at the time of signing of the Agreement.
- 10. The Agency shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in NITS.
- 11. The Hospitality Services personnel deployed by the Agency will not claim to become the employees of NITS (BIS) and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in NITS.
- 12. There would be no increase in rates payable to the Agency during the contract period except reimbursement of the statutory wages revised by the Govt.
- 13. The Agency agrees to comply with the Terms and Conditions and amendments thereto from time to time, as enclosed with this agreement.
- 14. Decision of BIS in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.

THIS AGREEMENT will take effect from	day of	Two
thousand Ten and shall be valid for one year.		

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Noida in the presence of the witness:

### NATIONAL INSTITUTE OF TRAINING FOR STANDARDIZATION (NITS) BUREAU OF INDIAN STANDARDS

Witness:	1.	
	2.	AGENCY
Witness:	1.	
	2	