

NOTICE INVITING TENDERS
FOR PROVIDING HOUSEKEEPING SERVICES
AT
SRM INSTITUTE OF SCIENCE AND
TECHNOLOGY
KATTANKULATHUR-603203 CAMPUS

Period from 01.01.2022 to 31.12.2022



Last Date for Submission of Tender : 03.00 PM on 22.11.2021

**SRM INSTITUTE OF SCIENCE AND TECHNOLOGY,
KATTANKULATHUR – 603203.**

NOTICE INVITING TENDER FOR PROVIDING HOUSEKEEPING SERVICES

For and on behalf of **SRM Institute Of Science and Technology, Kattankulathur-603203**, Sealed tenders are invited by the undersigned from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide cleaning and housekeeping works with the suitable and **uniformed** trained manpower for the **Kattankulathur campus and its annexed complexes** for a period of **one year from 01.01.2022 31.12.2022** on contract basis.

Last date Time for submission / receipt of tender(s) is **03.00 PM on 22.11.2021** at the office of the **Registrar, SRM Institute Of Science and Technology, Kattankulathur-603203** and the **Technical Bid** will be opened in the presence of tenderers or their authorized representatives who wish to be present **on 23.11.2021 at 11.00 AM** in the Office of **The Registrar, SRM Institute Of Science and Technology, Kattankulathur - 603203**. The **Price Bids of those, whose technical bids are valid, alone will be opened at 11.00 AM on 24.11.2021 at the same venue**. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX / email will be entertained.

**REGISTRAR
SRM INSTITUTE OF SCIENCE
AND TECHNOLOGY
KATTANKULATHUR-603203**



SRM INSTITUTE OF SCIENCE AND TECHNOLOGY
KATTANKULATHUR – 603 203

**TENDER FOR OUTSOURCING OF HOUSE KEEPING SERVICES TO SRM INSTITUTE OF
SCIENCE AND TECHNOLOGY KATTANKULATHUR – 603 203**

Period from 01.01.2022 to 31.12.2022

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for Housekeeping Services under which the contractor shall provide **uniformed** trained personnel and will use its best endeavours to provide sanitation and housekeeping of the building, equipments, materials, as specified in the SCOPE OF WORK, in **SRM Institute of Science and Technology, Kattankulathur Campus.**

2. ELIGIBLE BIDDERS:-

2.1. All agencies who are providing similar kind of services for at least last three consecutive years and having annual average turnover of **Rs.25 Lakhs(Twenty Five Lakhs)** during the last three financial years in the books of accounts.

2.2. The bidder should have the 3 experience of under taking of similar work in reputed Educational Institutions / Corporate Companies / organizations:-

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the Partnership / Consortium / Joint venture.

(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture / Consortium / Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium / joint venture/partnership firm.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

3.2. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under Income Tax Act.

3.3 Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

3.4. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any

intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If **SRM Institute of Science and Technology** subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

4. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

5. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the SRM Institute of Science and Technology will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

6. VISIT:-

The bidder is required to provide sanitation and housekeeping services to the **SRM Institute of Science and Technology Campus** and is advised to visit and acquaint himself with the area and operational system (Total HK area – 15 Lakhs Sft. (Approximately) The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit and is aware of the operational conditions prior to the submission of the tender documents.

7. TENDER DOCUMENTS:-

7.1. Contents of Tender Documents.

a. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing Sanitation and Housekeeping Services at SRM Institute of Science and Technology, Kattankulathur Campus.

b. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

c. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

7.2. CLARIFICATION OF TENDER DOCUMENT:-

In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the Office of The **Associate Director (CL), SRM Institute of Science and Technology, Kattankulathur**

8. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 7.1 and any amendments issued shall be deemed as incorporated in the Bid.

8.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid.

a. The bidder shall submit the technical bid/Price Bid in separate sealed envelopes super scribed clearly as” **SRM INSTITUTE OF SCIENCE AND TECHNOLOGY - Kattankulathur Campus - Tender for SANITATION / HOUSE KEEPING Contract for the year 2022 – TECHNICAL BID / PRICE BID**, as the case may be.

b. The contractor shall deposit Earnest Money for an amount of **Rs.100000 (Rupees one Lakh only)** in the form of an Account Payee DD from a Nationalized/commercial bank, in favour of **SRMIST Examinations payable @ Chennai** along with the Tender document. EMD of the unsuccessful bidders will be **returned to them without interest after expiry of the final bid validity**.

c. These shall be addressed to the **Registrar, SRM Institute of Science and Technology, Kattankulathur-603203**.

d. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2, completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Sanitation and housekeeping Services.

8.2. BID PRICES:-

Bidder shall quote the **rates per Sq.Ft** in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the Tender price covers contractor’s all statutory obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Sanitation and housekeeping Services at SRM Institute Of Science and Technology, Kattankulathur . This includes all the liabilities of the contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities (like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.) which should be clearly stated by the contractor.

8.3. Conditional bids / Offers will be summarily rejected.

8.4. FORM OF BID :-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

8.5. Currencies of Bid and Payment :-

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

8.6. Duration of Contract:-

The contract shall be valid initially for **ONE YEAR From 01.01.2022 to 31.12.2022** and the SRM Institute of Science and Technology reserve the right to curtail or to extend the validity of contract on the same rates and terms and conditions for such period as may be agreed to.

8.7 EMD :-

The contractor shall deposit Earnest Money Deposit for an amount of **Rs.1,00,000 (Rupees One Lakh Only)** in the form of an Account Payee DD, in favour of SRMIST, Examinations along with the Tender document.

- a. Any Tender not accompanied by EMD shall be rejected.
- b. EMD of the unsuccessful bidders will be returned to them at the earliest.
- c. EMD of the successful bidder shall be returned after signing the agreement.

- d. EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- e. EMD of the successful bidder shall be forfeited if the successful bidder refuses or neglects to execute the Contract and comply with the other requirements of contract.

8.8 Format and Signing of Bid:-

a. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

b. The bid shall contain no alterations, omissions or additions. If necessity arises to correct errors made by the bidder, in which case such corrections shall be initialed / signed and dated by the person or persons signing the bid

9. Submission of Bids :-

- a. The bidder shall submit the **Technical Bid** in one separate sealed cover.
- b. The bidders are at liberty to submit price bids.
- c. The **price Bids** should be submitted in separate sealed covers duly super scribed and sealed cover is to be put in a bigger cover which should also be sealed and duly superscripted

9.1 The sealed cover of Technical Bid should consist of the following documents:-

(a) Earnest Money for an amount of **Rs.100000 (Rupees one Lakh only)** in the form of an Account Payee DD, from a nationalized / commercial bank in favour of **SRMIST – Examinations.**

(b) Self attested one recent passport size photograph(s) of the authorized person(s) of the firm / agency with name, designation, Office / Residential address and office Telephone numbers, whether the bidder is a sole proprietor / partnership firm and if partnership firm, names addresses and telephone numbers of Directors / Partners also.

(c) Self attested copy of PAN No. card under Income Tax Act.

(d) Self attested copy of Service Tax Registration Number.

(e) Self attested copy of Valid Registration No. of the Agency / Firm.

(f) Self attested copy of valid Provident Fund Registration Number.

(g) Self attested copy of valid ESI Registration Number.

(h) Self attested copy of valid Licence and Number under Contract Labour Act and under any other Acts / Rules.

(i) Proof of Average Annual turnover as stated in Clause 2.1 supported by audited Balance Sheet.

(j) Proof of experience as stated in Clause 2.2. supported by documents from the concerned organizations

9.2 The sealed cover of Price Bid should contain separate Price bids in ORIGINAL.

A single sealed cover, containing Technical Bid, Price Bids and other related documents addressed to the **REGISTRAR, SRM INSTITUTE OF SCIENCE AND TECHNOLOGY-KATTANKULATHUR-603203 shall be put in the Tender Box** which is available in the Office of the Registrar, SRM Institute of Science and Technology at the following address. **15th FLOOR, SRM INSTITUTE OF SCIENCE AND TECHNOLOGY BLOCK, KATTANKULATHUR - 603203 before the time fixed.**

9.3 Late and Delayed Tenders:-

- a. Bids must be received at the address specified above not later than the date and

time stipulated. The SRM Institute of Science and Technology may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the SRM Institute of Science and Technology and the Bidder will be the same.

b. Any bid received after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

10. Bid Opening and Evaluation :-

a. The authorized representatives of the SRM INSTITUTE OF SCIENCE AND TECHNOLOGY will open the Technical Bids in the presence of the Bidders or of their representatives who choose to be present at the appointed place and time.

b. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

c. **Conditional bids will also be summarily rejected.**

d. Financial bids of **the technically qualified bidders ONLY** will be opened for evaluation in the presence of qualified bidders.

10.1. Right to accept any Bid and to reject any or all Bids:-

a. SRM Institute of Science and Technology is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process. SRM Institute of Science and Technology may terminate the contract if it is found that the agency is black listed on previous occasions.

b. SRM Institute of Science and Technology may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

11. Award of Contract:-

a. SRM Institute of Science and Technology will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. SRM Institute of Science and Technology will communicate the successful bidder by letter/mail.

b. The successful bidder will be required to execute a contract agreement in the form specified in **Annexure V** within a period of 15 days from the date of issue of Letter of Offer.

c. The successful bidder shall be required to furnish a Security Deposit **within 5 days** of receipt of 'Letter of Offer' for an amount of **Rs.300000 (Rupees Three Lakhs only)** in the form of an Account Payee DD in favour of **SRMIST, Examinations**.

d. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD.

TERMS AND CONDITIONS OF CONTRACT



1. The execution of cleaning under housekeeping will be with suitable and uniformed hygiene specialist with mechanized equipments, wherever required, and wet mopping.
2. The cleaning and housekeeping works are to be carried out as per international norms/standards and in such manners that all premises always look neat and clean.
3. The manpower engaged should be trained in management of bio-medical waste also so that waste disposal is carried out in totally sealed manner without affecting the environment as per pollution control directions.

4. It will be the sole responsibility of the contractor that the men engaged are trained and the SRM Institute of Science and Technology will not be liable for any mishap, directly or indirectly.
5. Mechanized equipments, wherever required, will be procured by the contractor.
6. **The cleanliness will be periodically checked by the Associate Director (CL) or by his representatives or any person authorized by him** based on certain objective criteria which are decided to measure level of cleanliness and the contractor has to abide by those criteria. These are as follows:
 - a. Shine level, presence of dust, pan and gutkha stains, spillage of water or other liquids, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.;
 - b. Dust or cobwebs etc. on roof, window grills etc.
 - c. Finger or palm marks, dust and gutkha stain on glass panes of windows or doors and mirrors.
 - d. Dirt marks, dust, dryness and odour in Wash-basin, WC Seats, floors etc. in toilets / bathrooms.
7. **(a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of sanitation staff / supervisors absent on that particular day shall be levied by the SRM Institute Of Science and Technology and the same shall be deducted from the contractor's bills. The minimum salary will be taken as Rs.6000/- Per Month for this calculation.**

(b) The working time will be 08.00 AM to 05.45 PM. Penalty will be levied at triple time of the proportionate wage for the shortfall working hours in any day of the month. The hourly rate will be calculated at Rs.200/- per day for 9 hours. Proportionate cost of hourly rate will be calculated as above and the cost will be recovered from the bill.

(c) Excess Personnel deployed more than the norms will not be taken in to account for payment. No excess persons employed in a day will be adjusted for the days of shortage of deployment.

In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 7 (a) shall be levied.

(d) In case any public complaint is received attributable to misconduct / misbehavior of contractor's personnel, a penalty of Rs.500/-for each such incident shall be levied and the same shall be deducted from the contractor.

Further the concerned contractor's personnel shall be removed from the system immediately.

(e) In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Principal Employer reserves the right to impose the penalty as detailed below:-

 - i. 20% of cost of order/agreement per week, upto four weeks delay.
 - ii. After four weeks delay the SRM Institute of Science and Technology may cancel the agreement and get this job to be carried out preferably from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of four years from participating in such type of tender and his earnest money / security deposit may also be forfeited, if so warranted.
8. If cleanliness is not observed upto the satisfaction of the Associate Director (CL), a penalty of a minor fine of Rs.1,000/- per day or Rs.50/- per day per square meter, whichever is higher, or a major fine of Rs.500/- per day per square meter will be imposed on the contractor

depending on the objective criteria as above.

9. Minimum number of trained manpower including the Supervisory staff required to do the work has to be specified by the contractor in technical bid of the tender.

10. The Registrar, SRM Institute of Science and Technology reserves the right to cancel or reject all or any of the tender without assigning any reason.

11. Every employee so engaged by the contractor shall wear uniform and a badge wearing his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.

12. The contractor shall engage the men/women whose age shall be between 18-50 years.

13. The staff engaged by the contractor shall be available at all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the SRM Institute of Science and Technology. Adequate supervision will be provided to ensure correct performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.

14. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.

15. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the personnel engaged by him for sanitation works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.

16. The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the sanitation works, is required to be submitted to the SRM Institute of Science and Technology. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the SRM Institute Of Science and Technology is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.

17. The SRM Institute of Science and Technology or its authorized officer shall have the right to ask for the removal of any person of the contractor, who is not found to be competent

and orderly in the discharge of his duty.

18. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

19. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the Associate Director (CL), Who shall ensure that the contractor complies with the provisions.

20. The Contractor will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the SRM Institute of Science and Technology. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, if any, should be shown. The Contractor has to give an undertaking (on the format), duly countersigned by the concerned official of the SRM Institute Of Science and Technology, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.

21. All liabilities arising out of accident or death while on duty shall be borne by the contractor.

22. The contractor and his staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the SRM Institute of Science and Technology and shall not knowingly lend to any person or company any of the effects of the SRM Institute of Science and Technology under its control.

23. The sanitation staff engaged by the contractor shall not accept any gratitude or reward in any shape.

24. The contractor shall be responsible to maintain all property and equipment of the SRM Institute of Science and Technology entrusted to it. Any damage or loss caused by contractor's persons to the SRM Institute of Science and Technology in whatever shape would be recovered from the contractor.

25. The personnel supplied have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost discipline. The SRM Institute Of Science and Technology shall have right to remove any person moved in case of Staff / Visitor complaints or as decided by representative of the SRM Institute Of Science and Technology that the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

26. The payment would be made at the end of every month based on the actual shift manned / operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the SRM Institute of Science and Technology and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the SRM Institute Of Science and Technology

27. That in the event of any loss occasioned, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the, SRM Institute Of Science

and Technology and the said Loss shall be claimed by the SRM Institute Of Science and Technology from the contractor up to the value of the loss. The decision of the **Registrar** will be final and binding on the contractor.

28. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the SRM Institute Of Science and Technology

29. The SRM Institute of Science and Technology may direct the contractor, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the SRM Institute of Science and Technology.

30. The contractor will deploy supervisors as per the need given by the Associate Director (CL) or his authorized officers. The supervisor shall be required to work as per the instructions of Associate Director (CL) or by his authorized officer.

31. The contractor shall ensure that its personnel shall not at any time, without the consent of the SRM Institute of Science and Technology in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the SRM Institute Of Science and Technology and disclose any information about the affairs of SRM Institute Of Science and Technology . This clause does not apply to the information, which becomes public knowledge.

32. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses / fines. The concerned contractor's personnel shall attend the court as and when required.

33. Force Majeure:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, Pandemic, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

34. "NOTICE TO PROCEED" means the notice issued by the SRM Institute of Science and Technology to the contractor communicating the date on which the work/services under the contract are to be commenced.

35. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the SRM Institute of Science and Technology for the Fulfillment of the terms of the contract. Such persons shall designate one of

them to act as leader with authority to sign.

36. The contract period shall be Twelve months.

37. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the SRM Institute of Science and Technology shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Security Deposit.

38. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the SRM Institute Of Science and Technology may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the SRM Institute Of Science and Technology from the contractor.

39. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the SRM Institute Of Science and Technology, such money shall be deemed to be payable by the contractor to the SRM Institute Of Science and Technology within seven days. The SRM Institute of Science and Technology shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Security Deposit.

40. The list of staff going to be deployed shall be made available to the **Associate Director (CL)** and if any change is required on part of the SRM Institute of Science and Technology fresh list of staff shall be made available by the contractor after each and every change.

41. The contractor shall indemnify and hold the SRM Institute of Science and Technology harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

42. The bidder should be registered with the concerned authorities as per State / Central Acts in force.

43. The contractor shall not employ any person below the age of 18 yrs. and above the age of 50 yrs. Manpower so engaged shall be trained for sanitation and housekeeping services and firefighting services before joining.

44. Only **physically fit personnel** shall be deployed for duty by the contractor.

45. The contractor shall ensure that the Sanitation / Housekeeping staff shall not take part in any staff union and association activities.

46. The SRM Institute of Science and Technology shall not be responsible for providing residential accommodation to any of the personnel of the contractor.

47. The SRM Institute of Science and Technology shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The SRM Institute of Science and Technology does not recognize any employee employer relationship with any of the workers of the contractor.

48. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the SRM Institute of Science and Technology from the contractor.

49. If any underpayment is discovered, the amount shall be duly paid to the contractor by the SRM Institute of Science and Technology.

50. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the SRM Institute of Science and Technology.

51. The contractor will have to deposit the proof of depositing employee's contribution towards PF / ESI etc. of each employee in every month.

52. The contractor shall disburse the wages to its staff deployed in the SRM Institute of Science and Technology every month through ECS or by Cheque in the presence of representative of the. SRM Institute Of Science and Technology

OBLIGATION OF THE CONTRACTOR:-

53. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

54. The SRM Institute of Science and Technology will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

55. **Termination of Contract:** SRM Institute Of Science and Technology reserves the right to terminate the contract at any time without assigning any reason there of by giving **30 days' notice** in writing to the contractor and the contractor shall not be entitled to any compensation by reason of such termination.

56. Dispute Resolution:-

If any dispute arises between the parties the same shall be resolved through mutual discussion and negotiation. If no amicable solution is arrived the same shall be referred to a single arbitrator to be fixed by the SRM Institute of Science and Technology and the award passed by the arbitrator is binding on the parties. "The place of Arbitration shall be in the Campus of SRMIST. The jurisdiction for resolving the disputes arising out of this Contract shall be Chennai only."

