

ARMY INSTITUTE OF
HOTEL MANAGEMENT & CATERING TECHNOLOGY,
ARMY INSTITUTE OF FASHION DESIGN
(AIHM&CT, AIFD)

REQUEST FOR PROPOSAL

Provision of House Keeping Services

for

Army Institute of Hotel Management & Catering Technology(AIHMCT),

And

Army Institute of Fashion & Design (AIFD)

Kothanur Post,

Bangalore-560077

**ARMY INSTITUTE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY
ARMY INSTITUTE OF FASHION & DESIGN
KOTHANUR POST
BANGALORE – 560 077**

Request for Proposal
Provision of House Keeping Services

Sealed offers in two-bid system are invited from registered Companies having their own office in Bengaluru, Karnataka for providing Housekeeping Services at AWES campus of Army Institute of Fashion & Design(AIFD) & Army Institute Of Hotel Management & Catering Technology(AIHMCT) Kothanur Post, Bangalore- 560077.

RFP forms can be downloaded from the AIFD web site (www.aifdonline.in) and can be submitted along with the Technical & Commercial Offer on payment of Rs. 1000/- (Non-Refundable) by way of Demand Draft/ Pay Order in favour of Principal AIFD, Bangalore payable at Bangalore.

Date of issue of RFP	-	----- 25 May 2017
Last date for submission of RFP	-	-----14 Jun 2017 up to 3.00 PM
Opening of Technical Offer	-	-----15 Jun 2017 at 11.00 AM
Opening of Commercial Offer	-	will be intimated later

Offers from firms not having their own offices in Bengaluru, will not be considered.
All conditions and parameters will be evaluated with reference to firms submitting tenders. AWES reserves the right to reject any/all applications without assigning any reason whatsoever.

SCOPE OF WORK

Approximately 14-15 personnel are required for the combined campus of AIFD & AIHMCT, Kothanur Post, Bangalore-560077. Exact number of personnel will be indicated at the time of signing of contract by the Company, based on mutual assessment of House Keeping requirements of campus between the Company and AIFD & AIHMCT.

TERMS & CONDITIONS

1.1 Provision of House Keeping personnel will be completed within a period of one fortnight, commencing from the date acceptance of the offer by AIFD & AIHMCT.

1.2 The duties and responsibilities of **House Keeping Services(HKS)** personnel as expected by AIFD & AIHMCT are mentioned in detail in 'Agreement' format given in Annexure-V. The 'Agreement' format is final and not open to any modification.

1.3 Any delay in deployment over the stipulated period will attract penalty of 3.5% of the monthly contract payment per day subject to maximum of the monthly contract payment per month of delay. AIFD & AIHMCT reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by AIFD & AIHMCT to the supplier or from the Bank guarantee.

1.4 The work order for deploying HKS personnel in branches/office in Karnataka State will be given only to those eligible and empanelled Companies having offices in Bengaluru.

1.5 Price Bid quoting wages lower than the current Minimum Wages and statutory payments lower than the mandatory payments prescribed in relevant Act shall be rejected. Companies are required to submit a certified copy of the State Govt rules supporting minimum wages, and all additional mandatory payments as percentage of Basic+VDA.

ELIGIBILITY CRITERIA FOR SHORT-LISTING

2. For empanelment or short-listing of **Companies providing House Keeping Services (CHKS)**, the following criteria shall be applied. For this purpose companies shall submit proof documents along with the Tender. CHKS not submitting proof documents and/or not conforming to any of these parameters will not qualify for empanelment or short listing:

- (a) CHKS should be either registered companies or registered partnership firms reputed for House Keeping Services.
- (b) CHKS should have credible Supervisory Infrastructure and network.
- (c) CHKS should have Income Tax PAN and should have submitted IT returns for the last three years.
- (d) CHKS should have audited Profit & Loss Accounts for the past three years and the average turnover of the CHKS in the last three years should not be less than fifty lac rupees.

- (e) CHKS should have Registration under Shops & Establishments Act.
- (f) CHKS should have a valid certificate from ESI Corporation and should have been allotted with a code number by the ESIC.
- (g) CHKS should have a valid certificate under EPF & Miscellaneous Provisions Act 1952 and the CHKS should have been submitting EPF contribution online.
- (k) CHKS should have Documents proving compliance of Minimum Wages Act 1948, as updated from time to time, and other labour laws and rules.
- (l) CHKS should have at least their one office with telephone & fax/Email facility within Bangalore and office should be manned during normal working hours.
- (m) CHKS should have minimum three years of experience providing House Keeping Services to residential academic institutions.

- 2.1
- (a) CHKS are required to furnish a copy of the Electronic Challan-Cum-Return (ECR) for EPF contribution for a Wage Month not older than two months prior to the tender opening date.
 - (b) CHKS are required to furnish a copy of the previous 'Return of Contributions' (Form-5) submitted to the ESIC or a copy of Electronic Contribution History Sheet submitted to the ESIC in case of online contribution.
 - (c) CHKS are required to furnish a copy of the past Wage Slip, not older than two months, of any of their employees deployed as a House Keeper with any Principal Employer.
 - (d) CHKS will be required to produce all original documents for verification by authorised staff of AIFD whenever they visit CHKS Office for inspection of training infrastructure and other credentials of CHKS.

2.2 **Intending CHKS should furnish details about their firm as per (Annexure-II).**

3. **TWO BID SYSTEM OFFER**

The offer will be in two parts, Technical Bid and Price Bid. Both the parts should be submitted in separate sealed covers duly superscribed "**Technical Bid for House Keeping Services**" and "**Commercial Bid for House Keeping Services**" respectively and both sealed envelopes should be placed in another sealed envelope superscribed "**Offer for House Keeping Services**". The tenders for deployment of HKS personnel should be dropped in the Tender Box in AIFD, Kothanur Post, Bengaluru – 560 077.

4. **EARNEST MONEY DEPOSIT (EMD)**

EMD of Rs. 20,000/- (Rupees twenty thousand only), in the form of a demand draft/pay order issued by a scheduled commercial bank in favour of Principal AIFD, Bangalore, payable at Bengaluru must be submitted along with the Technical Offer. Offers not accompanied with EMD of Rs. 20,000/- will not be accepted. Further, the EMD amount will be forfeited if, after having been selected by for the job, the CHKS refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of EMD will not be accepted. No interest will be payable on the EMD. The EMD will be refunded to Unsuccessful CHKS. The EMD money paid by the successful CHKS will be released only after satisfactory deployment of Housekeeping personnel as per contract.

5. **PERFORMANCE GUARANTEE**

Before entering into an agreement the selected CHKS should submit a Demand Draft for Rs. 1,00,000/- (Rupees One lakh only) issued by a nationalized bank favouring of Army Institute of Fashion and Design (AIFD), payable at Bangalore.

6. **TECHNICAL OFFER (TO)**

The TO should be complete in all respects and should contain all information asked for in this document. It should not contain any price information. The TO should comprise of the following:

- 6.1 Covering letter on the prescribed format (Annexure-I).
- 6.2 Demand draft for Rs. 1,000/- (Non-refundable) towards Cost of RFP Forms, if downloaded from AIFD website.
- 6.3 CHKS profile as per Annexure II.
- 6.4 Documentation (Brochures, leaflets, manuals etc, if any).
- 6.5 Details of reference sites of Central/Zonal/Regional offices of public sector banks as per Annexure-III.
- 6.6 EMD of Rs. 20,000/- (Rupees twenty thousand only).

LATE BIDS: - Any bid received after the deadline for submission of bid prescribed, will be rejected and returned unopened to the Bidder.

7. **PRICE BID**

The Price Bid should contain all relevant rates and charges and should be quoted in Indian Rupees only. The Price Bid should not contradict the TO in any manner.

8. **PRICE COMPOSITION**

- 8.1 Monthly Rates per House Keeping staff will be given in the format as per Annexure-IV.
- 8.2 AIFD will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. The Price Bids of only the short listed

suppliers will be opened. Short listed suppliers will be notified by e-mail/post and the suppliers/ authorised representatives may be present at the time of opening of Price Bids.

9. **NO ERASURES OR ALTERATIONS**

Technical & Commercial details must be completely filled up. Corrections or alterations, if any should be authenticated.

10. **AGREEMENT BETWEEN THE CHKS AND AIFD**

The successful CHKS shall execute an Agreement with AIFD on Rs. 100 non-judicial Stamp Paper as per Terms & Conditions as per Annexure-V. It is understood that the CHKS, who are willing to offer their House Keeping Services in response to this RFP have read all the terms and conditions given at Annexure-V and have agreed to all the Terms & Conditions without any modifications.

11. **VALIDITY OF OFFER**

The offer should be valid for period of 03 months from the last date for submission of the offer.

12. **EVALUATION PROCESS**

Offers (Tenders) will be evaluated in the following stages:

12.1 **Stage I:** Completeness of Offers, i.e., offers not accompanied by the mandatory documents as per paragraph 6 above shall, be rejected.

12.2 **Stage II:** Offers will be evaluated against the stipulated minimum eligibility criteria based purely on valid proof documents submitted by the CHKS. Offers not complying with any of the eligibility criteria as per Paragraph 2 above will be rejected.

12.3 **Stage III:** Short-listing of supplier(s) based on proof documents submitted, site visits by AIFD & AIHMCT officials and satisfactory feedback from reference sites.

12.4 **Stage IV:** Price bids of the short-listed firms will be opened for area-wise price discovery and fixing "Approved Rates".

12.5 **Stage V:** Willingness letter will be obtained from shortlisted firms to work on "Approved Rates" and Agreement will be concluded on Rs. 100 Non-Judicial Stamp Paper.

12.6 **Stage VI:** Issue of work orders to the shortlisted firms.

13. **NO COMMITMENT TO ACCEPT LOWER OR ANY TENDER**

AIFD & AIHMCT shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever.

14. **OPENING OF OFFERS**

Technical Bid offers will be opened at Principal AIFD office on **15 Jun 2017** at

11.00AM. The offerers/ their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Bid Offers will be opened at the time and date stipulated above irrespective of the number of offerers or their representatives present.

15. **ORDER CANCELLATION**

If the selected CHKS fails to deploy their House Keeping personnel within the stipulated time schedule or the extended date communicated, it will be treated as breach of contract. AIFD reserves the right to cancel the order in the event of delay in deployment of House Keeping personnel and forfeit the Earnest Money Deposit.

16. **PAYMENT TERMS**

No advance amount will be paid to CHKS. Monthly payment conforming to the attendance of the house keeping personnel as per documents to be maintained by the CHKS and shown to AIFD shall be made within one week after the end of every calendar month. CHKS shall submit bill along with the copies of wage Slips without delay. Along with the bills the CHKS shall also submit the copies of the previous E.C.R. for EPF and the Contribution History for the ESI premiums contributed for the CHKS employees deployed within the combined campus of AIFD & AIHMCT. On scrutiny of the Bill and these documents AIFD shall made payment by 4th of the month following the wage month. The CHKS shall ensure that Saving Bank Account of the CHKS employee gets credited by the 07th day of the month following the Wage Month and further ensure that the amount credited is the same as the net wage payable as per the Wage Slip.

Last date for submission of offers	14 Jun 2017 up to 3.00 PM
Opening of Technical Bid Offers	15 Jun 2017 at 11.00 AM

17. **Standards expected**

- (a) House Keeping personnel provided by CHKS shall not be more than 50 years of age at the time of deployment.
- (b) House Keeping personnel should be literate, medically fit and mentally sound. They should possess good physique to perform all duties of House Keeping assigned by AIFD. They should be smartly and fully dressed at all times.
- (c) The duty time of the House Keeping personnel will be 08 hours per day in uniform provided by the CHKS (which includes Shoes and cap). CHKS has to arrange for a reliever on the mandatory weekly off days.

(d) CHKS has to arrange for drinking water and first aid box complying with the labour laws.

18. **Character & Antecedent Verification**

Before deployment of their house keeping personnel, the CHKS should arrange for verification of the antecedents of the personnel by the police and such Verification Certificate by the police should be submitted by the CHKS to AIFD before deployment of the person.

19. **Compliance with Contract Labour Act**

The selected CHKS shall comply with all provisions of the Contract Labour (Employment & Regulation) Act and Rules and all other applicable Labour Laws/Rules time to time.

20. **Right to alter quantities & repeat order**

AIFD will be free to either reduce or increase the number of House Keeping personnel to be deployed on the same terms and conditions. In general, AIFD reserves the right to alter.

21. **For further clarifications, if any, you may contact the following address:**

Principal,
AIFD, Nagareshwara Nagenahalli
Kothanur Post,
Bangalore – 560 077
Email: aifdonline@gmail.com

22. Registered Companies and Partnership Firms having their own offices in Bengaluru, and are interested in our proposal for deployment of House Keeping personnel conforming to the aforesaid terms and conditions may send their offers to Principal, AIFD, Kothanur Post, Bengaluru latest by the last date & time for submission of offers.

Bangalore

(Letter to AIFD on the CHKS letterhead)

Principal,
AIFD,
Kothanur Post,
Bangalore – 560 077

Dear Sir,

Sub: Your RFP for Deployment House Keeping personnel

With reference to your tender notice published in News papers on 25 May 2017 and the RFP published in your website with effect from 25 May 2017, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to the supply of House Keeping Services as detailed in your above referred RFP.

We confirm that we have not been disqualified for deployment of House Keeping personnel and providing House Keeping Services.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP.

We also confirm that the offer shall remain valid for three months from the last date for submission of the offer.

We hereby confirm that we have read the terms and conditions given at the Annexure-V of the RFP and agree to them fully.

We understand that AIFD is not bound to accept the offer either in part or in full and that AIFD has the right to reject the offer in full or in part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/Pay Order of Rs. 1000/- (Rupees One Thousand only) favouring Principal AIFD Bangalore and payable at Bengaluru, towards cost of RFP Form. Details of the same are as under:

- Demand Draft/Pay Order No :
- Date of Demand Draft/Pay Order :
- Name of issuing Bank :

We enclose herewith a Demand Draft/ Pay Order for Rs. 20,000/- (Rupees twenty thousand only) favouring Principal AIFD Bangalore and payable at Bengaluru, being the EMD. Details of the same are as under:

- Demand Draft/Pay Order No :
- Date of Demand Draft/Pay Order :
- Name of issuing Bank :

Authorised Signatories
(Name & Designation, seal of the firm)

Annexure-II

(Letter to Principal AIFD Bangalore on the 's letterhead)

PROFILE

1. Name of the Organisation and Address:

2. Year of Establishment:

3. Status of the firm:
(Whether Pvt. Ltd. Company/Public Ltd. Company / Partnership Firm)

4. Name of the Chairman/ MD / CEO/ Country Head (as the case may be):

5. Whether registered with the Registrar of Companies/Registrar of Firms in India, if so, mention number and date and enclose Registration Certificate copy.

6. a) Name and address of Bankers:
 - i) _____
 - ii) _____
 b) Turnover of the Company/Firm in 2013-14, 2014-15 and 2015-16:
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the years 2013-14, 2014-15 and 2015-16 as proof documents)

2013-15	:	
2014-16	:	
2015-17	:	

7. Whether registered for Service Tax purposes. If so, mention number and date.

8. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income Tax clearance certificate and submitted IT returns for the last three years.

9. Is the Company/Firm a supplier of House Keeping Services? If yes,
- (a) Mention the address and phone numbers of the company's offices in the districts mentioned in the RFP
- (b) Give the earliest date of opening of an office in the districts mentioned in the RFP
- (c) What are your main fields of activities? Mention the fields giving the annual turnover for each field.
- (i)
- (ii)
- (iii)
10. Since when and how long your Company/firm has been supplying House Keeping services?
11. If you have been prequalified by other corporate bodies and public sector banks for supply of House Keeping Services, furnish their names and date of empanelment.
12. Furnish the names of renowned organizations, where you have supplied House Keeping Services in Karnataka in the last three years, i.e., from 01 April 2012 to 31 March 2015.

Name of Organization with Address	Since when	Average annual Payment received

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(Please attach copies of their orders or payment proof)

A separate sheet may be attached if the above space is inadequate

Details of House Keeping Supervisory Staff

Sr.No	Name	Qualification	Post Held	Experience

1. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any contract made between ourselves and Principal AIFD, Bangalore on the basis of the information given by me / us can be treated as invalid by AIFD Bangalore and I / We will be solely responsible for the consequence.

2. I / We agree that the decision of Principal, AIFD, Bangalore, Kothanur Post, Bangalore – 560 077 in selection of CHKS's will be final and binding to me / us.

3. All the information furnished by me / us above here is correct to the best of my / our knowledge and belief.

4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and / or in the accompanying sheets.

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

Annexure – III

(Letter to AIFD on the Supplier's letterhead)

Reference Site Details (Located in Bengaluru)

(1) Name of the company	
Address of the Company	
Name, designation of contact person with telephone No. and e-mail id	Name : Designation : Landline No. : Cell No : E-mail id :
Details of House Keeping Services & no of staff in last 3 years (Ref. No., date of order and quantity)	

(2) Name of the company	
Address of the Company	
Name, designation of contact person with Telephone No. and e-mail id	Name : Designation : Landline No. : Cell No : E-mail id :
Details of House Keeping Services & no of staff in last 3 years Ref. No., date of order and quantity)	

(3) Name of the company	
Address of the Company	
Name, designation of contact person with Telephone No. and e-mail id	Name : Designation : Landline No. : Cell No : E-mail id :
Details of House Keeping Services & no of staff in last 3 years Ref. No., date of order and quantity)	

AUTHORISED SIGNATORY

Annexure IV

(Letter to AI on the Supplier's letterhead)

PRICE BID

Ser No	Payment Details	Percentage on Sr. No. 1	House Keeping staff
1	Basic plus Variable Dearness Allowance (VDA)		
2	Employees Provident Fund (EPF)		
3	Gratuity		
4	Employees State Insurance (ESI)		
5	Employees Deposit Linked Insurance (EDLI)		
6	Admn Charges to PF & EDLI Authority		
7	Bonus		
8	Other Charges, if any		
a)	Uniform @ 5% of [Basic + VDA]		
b)	Washing Allce		
	<u>TOTAL</u>		
9	Charges for Weekly Off/ Approved Holidays		
10	<u>Total Cost Per Head</u>		
11	Service Charge		
12	<u>Sum Total</u>		

Notes:

1. Payment details at Serial Numbers 1-6 are mandatory charges and should conform to the relevant legal/ statutory provisions in vogue. Payment of Minimum Rates of mandatory payments and charges to housekeeping personnel is the responsibility of the CHKS, and rates quoted must be supported by certified copies of latest Government Notifications as valid. AIFD, Bangalore will not be responsible for non-adherence to minimum wages by the CHKS, and the CHKS will be responsible to resolve any and all legal representations in this regard.
2. Basic & VDA (Ser. No. 1) should conform to the minimum wages fixed and revised from time to time, by the Government of Karnataka for Bangalore (Urban). The minimum rates of wages also include the wages for the weekly day of rest. The entire price bid, including allowances as a percentage of Basic+VDA shall be as per Notifications issued and revised from time to time for Bangalore (Urban) by the Government of Karnataka.
4. Pro-rata bonus payment will be paid every month by CHKS and shown in wage slip.
5. The CHKS must ensure that the House Keeping personnel are given all dues reflected. Proof of same is required to be provided regularly. Failure to pay dues will invite disbarment.
6. All serials in Annexure IV must be filled.

Annexure V**AGREEMENT****PROVIDING/ OBTAINING HOUSE KEEPING SERVICES**

This Agreement is entered at _____ (Place) on the _____ day of _____ between AIFD, Bengaluru, represented by its Principal,

Dr. H L Vijay Kumar----- hereinafter referred to as the 'First Party'.

AND

The Company providing House Keeping Services M/s. _____ represented by its _____ (designation), Mr./Mrs./Ms. _____ (name) and having its office _____ (address) hereinafter referred to as the 'CHKS' which expression shall wherever the context so admits, means and includes his/ her legal representatives, successors & assignees as the Second Party.

Whereas the First Party requires the services of a Company providing House Keeping Services for its properties and assets,

Whereas the CHKS which is a Company providing House Keeping Services has agreed to provide House Keeping personnel, hereinafter referred to as 'CHKS's Employees' to the First Party as per the First Party's requirements.

Whereas the CHKS and the First Party have agreed to enter into a service contract for a period of _____ months w.e.f. _____ till _____ which shall be deemed to be automatically terminated thereafter unless renewed by the First party for the purpose of obtaining house keeping services on the terms and conditions as mentioned hereunder.

Now therefore this agreement witnesseth as under:

1. The CHKS declares that the CHKS is in possession of the valid license and the CHKS further undertakes that the license will be renewed from time to time and will be valid during the entire period of the Agreement, failing which this agreement shall stand automatically cancelled and the First Party shall not make any payment.
2. CHKS shall ensure that House Keeping personnel possessing the required skill and training shall be deployed at the combined campus of AIFD & AIFHMCT, Kothanur Post, Bangalore – 560 077. The CHKS's Employees shall not be more than 50 years of age for House Keeping Services at the time of deployment.
3. The CHKS hereby undertakes to abide by the requirements of eligibility criteria and physical standards for the CHKS employees and their training as prescribed.
4. The CHKS shall ensure that all the CHKS's Employees are trained for the job . Refresher training program on regular basis will be at CHKS's cost.

5. The CHKS shall ensure that the CHKS and their employees deployed with the first party shall comply will all obligations, conditions and restrictions regarding uniform, photo identity card, etc.,
6. If the State Law requires the registration of the CHKS or any such other Board constituted under the State law, such registration shall be ensured by the CHKS before deploying their employees with the First Party.
7. The CHKS shall ensure that the CHKS's Employees shall be conversant with the use of Fire Extinguishers and shall take necessary action in case of activation of Fire Alarm System or in case of a fire in the branch/office.
8. CHKS shall provide the names of CHKS's Employees to AIFD before their deployment. The CHKS shall furnish the names, permanent & local address of the CHKS's Employees deployed at First Party's premises from time to time along with their latest photographs thumb impression & signatures.
9. The CHKS shall ensure that the CHKS's Employees function under general directions of Principal AIFD / Authorised Official of AIFD and perform duty according to the duties given in the Annexure to this Agreement. The CHKS shall also ensure that the CHKS's Employees deployed at the combined campus of AIFD & AIHMCT have read & understood their duties.
10. The CHKS will provide CHKS's Employees with uniform (Summer/ Winter), caps, raincoats, torches and other accessories (Photo I-Card, name-tab, baton, whistle etc) as and when required.
11. Before deployment of their employees, the CHKS shall arrange for verification of antecedents of all the CHKS's Employees by the police and such verification Certificates shall be submitted to the First Party before deployment of House Keeping personnel or their relievers.
12. CHKS's Employees shall be medically fit, mentally sound and possess good physique and not be suffering from any contagious/ major diseases. Wherever required by the First Party, the CHKS will provide literate CHKS's Employees to perform the assigned duty efficiently.
13. The CHKS will change the CNKS's Employee immediately on instructions from the First Party if the performance of that particular CHKS's Employee is not acceptable or found physically / medially unfit and decision of the First Party is final in this regard.
14. The CHKS shall ensure that the CHKS's Employees shall not accept any eatables, tea, coffee, tobacco etc., from strangers. The CHKS's Employees shall not take any alcohol or intoxicants or be found in an inebriated state or smoke during their duty hours.
15. The CHKS shall ensure that no familiarity develops between the CHKS's Employees and the First Party staff. Further, the CHKS shall ensure that the CHKS's

Employees do not indulge in any activities including money transactions, which may tarnish the image of the First Party.

16. The House Keeping Supervisor from CHKS shall report to the Principal AIFD/ Authorised official of AIFD, at least once a week for the purpose of briefing/debriefing. He must carry out checking of housekeeping personnel wherever deployed on regular basis as instructed by Branch/ Office. First Party will not be liable for any separate payments for this arrangement and the cost of such arrangement shall be borne entirely by the CHKS.

17. The CHKS shall ensure that at no point of time during the prescribed duty hours, the CHKS's Employee will be on leave or absent from his place of duty without a reliever and that they shall remain alert during their working hours to prevent theft/pilferage and other untoward incidents.

18. CHKS shall maintain duty register for each CHKS's Employees and get the register checked by Principal AIFD / Authorised Official of AIFD, along with timings. In case a CHKS's Employee is found absent from the place of his duty, the pro-rata payment for the days of absence will be deducted from the payment due to the CHKS.

19. The CHKS shall maintain upto-date record of CHKS's Employees as per the Shops & Establishment act and will discharge all obligations under various Labour Laws viz, EPF Act, ESI Act, Gratuity Act, Bonus Act, Workmen's Compensation Act, Contract Labour (Regulation & Abolition Act), etc or under any other State/Union Legislation in respect of CHKS's Employees and shall produce these records for verification as when demanded by the First Party.

20. The CHKS shall be responsible for all acts of Commission and/or Omissions by its employees leading to loss and/or damage to First Party's employees and/or third Parties and shall meet all liabilities arising out of such Omissions and/or Commissions.

21. CHKS shall alone decide and be responsible for the leave or absence of the CHKS's Employees and First party shall not in any way be responsible for sanction of leave, etc. to the CHKS's Employees.

22. CHKS shall maintain proper records / details of the CHKS's Employees deployed in the branch/office/ATM of First Party. It shall submit monthly bills to the branch/office giving details of the CHKS's Employees deployed and the payment claimed for each of them. All payments under this agreement shall be made to the CHKS by the AIFD on a monthly basis by crossed cheque drawn in favour of CHKS within seven days of receipt of the relevant bill from the CHKS. However in case of any discrepancy in the bill detected by the First Party, the payment will be released to the CHKS within four days from the date of resolving the discrepancy by the CHKS.

23. CHKS shall be fully and absolutely responsible for the payment of salary and other statutory dues to CHKS's Employees like salary/wages, bonus, arrears, overtime, employment/terminal benefit, compensation or other claims of whatsoever nature to CHKS's Employees and first party will not undertake any liability in relation to such matters.
24. The CHKS's Employees shall not claim any employment relationship with First party under any circumstances. The CHKS shall obtain written undertaking from each of the CHKS's employees deployed with the First Party that he is a permanent employee of the CHKS and the written undertaking in original shall be given to the First Party's Office, where he is deployed.
25. CHKS hereby undertakes to ensure payment of wages to its CHKS's Employees in compliance with Minimum Wages Act and other relevant statues in forces and modified/amended or revised from time to time as per enactment of Central/ State Governments.
26. The CHKS hereby undertakes further that additional/excess payment over the contracted amount, which may arise due to extraneous reasons during the currency of this agreement shall be borne by the CHKS alone and the First Party shall not be liable to pay any excess amount other than the difference between the revised Basic Pay, VDA and the resultant difference in statutory dues, i.e., EPF, Gratuity, Bonus, ESI & EDLI vis-à-vis the rates prior to revision and the difference in Service Tax.
27. The CHKS shall pay the monthly wages to CHKS's Employees deployed with the First Party by crediting the Savings Bank Account of the CHKS's Employees with any bank.
28. CHKS shall submit printed receipts for all the payments received from First Party, the CHKS shall also furnish the proof of having paid the wages to the CHKS's Employees engaged by them within one week of the disbursements of the wages to them and proof of having paid the statutory dues to the concerned authorities on quarterly basis. Non-payment of monthly wages by the CHKS to the CHKS's employee deployed with First Party will make this contract null and void and will result in termination of the deployment of CHKS's employees with the First Party with immediate effect and the First Party will not be required to make any payment to the CHKS thereafter.
29. First Party shall not make any direct payment of whatsoever nature to the CHKS's Employees. All payment payable by First Party in connection with or arising out of this agreement shall be made only to CHKS and not to the CHKS's Employees.
30. CHKS shall also ensure that the CHKS's Employees do have their own arrangements for their food and beverages.

31. In case of any mishap of whatsoever nature (minor/major/fatal including death during the course of their duty) sustained by CHKS's Employees, the responsibility for meeting the medical/hospitalization expenses or of granting compensation, if any, on that count will be that of the CHKS and not of the First Party. If for any reason, compensations, costs etc., are paid by the First Party, the same shall be reimbursed by the CHKS to First Party without any demur, including interest at ruling rate till settlement and such settlement shall be made by the CHKS within one month from the date of Demand by the First Party and upon failure of the CHKS to do so, the First Party shall have the right to adjust the monthly bills payable to the CHKS towards the amount payable by the CHKS till the entire dues are wiped off.

32. In the event of theft, pilferage, damage of property of the First Party or any other loss, the First Party shall report the matter to the local police first. The CHKS agrees that in case of any loss of cash/ materials/ other properties of AIFD & AIHMCT, which may arise directly or indirectly due to absence or dereliction of duty or inattentiveness or negligence or collusion of the CHKS's employee, such loss will be made good by the CHKS and all liabilities arising out of such incidents will be fully met by the CHKS. If the inquiry reports of the First Party and the CHKS are conflicting on this point, it is agreed between the parties that the First Party's report shall prevail and be final. Such quantum of loss assessed and payable by the CHKS shall be paid to First Party within a month of demand and upon failure of the CHKS to do so, the First Party, without prejudice to other recovery measures either through Court of Law or otherwise, shall have the right to adjust the monthly bills payable to the CHKS towards the amounts payable by the CHKS till the entire dues are wiped off.

33. Neither the CHKS nor any of the CHKS's Employees will have any claim against the First Party for any liability arising out of any commission / omissions caused by the CHKS's Employees while on duty.

34. The CHKS's Employees deployed for the house keeping services of the combined campus of AIFD & AIHMCT, Kothanur Post, and Bangalore - 560077 as per terms of this Agreement shall always be treated as employees of the CHKS only and will not have any right to seek employment in the services of the First Party. There shall be no relationship whatsoever between the First Party and CHKS's Employees. CHKS shall also make it clear to CHKS's Employees that they shall not, under any circumstances, claim any right of employment from First Party and the CHKS shall continue to be their employer.

35. In return for fixed sum/rates, the CHKS shall at its own risk & cost provide services of CHKS's Employees as per the requirement of the First Party purely on Contractual basis.

36. CHKS undertakes to submit a copy of license from the Ministry of Labour, Govt. of India, or exemption certificate from the State Government, for providing house keeping services personnel in premises of First Party before deploying their employees with the First Party.
37. CHKS states and admits explicitly that the work assigned by First Party to it is not perennial in nature and the First Party has the right terminate the assigned work, if in its assessment and opinion, the need for the assigned work ceases to exist. The assignment/engagement is well defined, quantified, time-bound and specified by the First Party to CHKS and, in turn, by the CHKS to CHKS's Employees.
38. CHKS shall ensure to submit annual returns to various Authorities and also ensure compliance of all the applicable laws, rules and regulations for which CHKS shall be solely responsible.
39. CHKS hereby agrees to indemnify and keep First Party indemnified against any loss, damage, compensation, cost etc., that First Party might be required to incur/pay arising out of litigation, non-compliance or breach of statute/s, regulations etc., by the CHKS or even otherwise.
40. The First Party shall have the right to access all books, records and information relevant to the CHKS's employees deployed with the First Party and shall have the right to cause an inspection on the CHKS's office & infrastructure and audit the books & records as relevant to the services provided to the First Party.
41. The CHKS shall preserve all the data and documents pertaining to their employees deployed with the First Party for not less than three years and shall make them available to the First Party, if a need arises.
42. The CHKS shall not sub-contract the House Keeping services provided to the First Party to any third party without the prior approval of the First Party.
43. This Agreement can be terminated by either Party at one month's notice in writing. However, if the First Party terminates this Agreement/Contract due to the CHKS violating any of the terms of this agreement or due to non-performance of the terms of this Agreement or due to any negligence on the part of the CHKS or CHKS's Employees, the First Party shall not be required to give any notice and the Agreement shall stand terminated on the date following the day on which the CHKS receives, from the First Party, the intimation about such violation or non-performance or negligence.
44. In consideration of the services as stated herein above, First Party agrees to make payment @ of Rs. _____ for each House Keeping person (inclusive of all taxes/rates/charges) and after deducting TDS (if applicable) to CHKS for each completed month of services or pro-rata thereof.

45. We the above noted parties have signed this deed of agreement after having understood the contents of this deed on the date and place mentioned above.

For AIFD (with seal)

(First Party)

For Company providing House Keeping
(With Seal)
(CHKS/ Second Party)

ANNEXURE VI**Performance Bank Guarantee**

Guarantee No: _____

Date: _____

In consideration of AIFD, Bangalore having its office at Kothanur Post, Bangalore – 560 077(hereinafter referred to as the ‘First Party’ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having selected and intimated M/s. _____ (Name of CHKS) having its registered office at _____ (Name & Address of Vendors H.O.) (hereinafter referred to as the “Second Party” which expression shall unless repugnant to the context of meaning letter No. _____ dated _____ for providing the House Keeping Services at its premises, the Second Party has agreed to furnish a Bank Guarantee valued at Rs. 1,00,000/- (Rupees one lakh only) to keep the “First Party” indemnified from time to time for any breach of terms of the “Agreement” the Second Party is to enter with the First Party. We _____ (Name and Address of Bank) (hereinafter referred to as the ‘Bank’ which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the “First Party”, on demand any and all moneys payable by the “Second Party” to the extent of Rs. 1,00,000/- (Rupees one lakh only) as aforesaid at any time up to _____ (Date), without any demur, reservation, contest, recourse or protest and without any reference to the “Second Party”.

Any such demand made by the “First Party” on the ‘Bank’ shall be conclusive and binding notwithstanding any difference between the “First Party” and “Second Party” or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the “First Party” and further agrees that the guarantee herein contained shall continue to be enforceable till the “First Party” discharges this guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the “First Party” or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

We _____ the Bank further agree that the "First Party" shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Agreement entered into between the "First Party" and the "Second Party" for providing house keeping services for the "First Party" or to extend time of performance of its obligation by the "Second Party" from time to time or to postpone/forbear for any time or from time to time any of the powers exercisable by the "First Party" against the "Second Party" and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the "Second Party" or for any forbearance, act or omission on the part of "First Party" or any indulgence by "First Party" to the "Second Party" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

The Bank also agrees that the "First Party" as its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the "Second Party" and notwithstanding any security or other guarantee that the "First Party" may have in relation to the "Second Party" liabilities.

The Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from the "First Party", made in any format, raised at the above mentioned address of the Bank, in order to make the said payment to the "First Party".

The Bank hereby agrees and acknowledges that the "First Party" shall have a right to invoke this Guarantee either in part or in full, as it may deem fit.

The Bank acknowledges that this guarantee is not personal to the "First Party" and may be assigned, in whole or in part, (whether absolutely or by way of security) by the "First Party" to any entity to whom it is entitled to assign its rights and obligations under the Guarantee.

This Guarantee shall not be affected in any manner by reason or merger amalgamation, restructuring, liquidation, winding up, dissolution or any other changes in the constitution of the Guarantor Bank.

Notwithstanding anything contained herein:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. 1,00,000/- (Rupees one lakh only).
- (b) This Bank guarantee shall be valid up from _____(Date) to _____ (Date).

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the First Party serves upon us a written claim or demand on or before _____ (Date).

(d) At the end of the claim period that is on or after _____ (Date), all the right of "First Party" under this guarantee shall stand extinguished and we shall be discharged from all liabilities under this guarantee.

Witness

Dated this _____ Day of _____ (month, year) at _____ (Place)

Signature _____ Signature _____

Name _____ Name _____

Official Address _____ Designation with Bank Stamp