

GIRI INSTITUTE OF DEVELOPMENT STUDIES

Sector O, Aliganj Housing Scheme, Lucknow – 226024

Phone: 0522-4001667, 4001615 | Website: <http://gids.org.in> | GST No: 09AAAAG0162G1Z3

Date: 01 August 2025

Last Date – 14 August 2025

Tender Document for Sanitary Services Contract

Giri Institute of Development Studies (GIDS), Lucknow invites sealed tenders from eligible contractors for daily cleaning and housekeeping (sanitary) services at its campus. The scope of work includes comprehensive sweeping, mopping, cleaning of all designated areas and washrooms, dusting, waste disposal, and related services as detailed below. The contract will be governed by the terms and conditions set forth in this document and shall be legally binding on the successful bidder. Bidders are advised to read this document carefully and ensure compliance with all requirements before submitting their bids.

Scope of Work and Contractor Responsibilities

- **Cleaning of Floor Areas:** Daily sweeping and mopping of all floor areas (including corridors and staircases) in the main building and hostel building of the Institute, covering approximately 4062.50 sq. meters in total (approx. 2891.02 sq. m. in the main building and 1171.48 sq. m. in the hostel). Floors should be kept free of dust, dirt, and stains; occasional polishing of floors shall be done as and when requested by the Institute.
- **Entrance and Courtyard Cleaning:** Daily sweeping/cleaning of the front entrance areas and courtyards of the Institute, totaling about 269.49 sq. meters combined (approx. 119.96 sq. m. and 149.53 sq. m. for each area respectively). These high-traffic outdoor areas must be kept clean of litter, leaves, and debris at all times.
- **Roads and Pathways:** Sweeping and cleaning of the campus internal roads and pathways twice a week, covering roughly 2078.38 sq. meters of paved surface. This includes removal of dust, leaves, and trash along roadsides and walkways to maintain a neat campus environment.
- **Washroom Cleaning and Sanitization:**
 - Daily cleaning, disinfecting, and deodorizing of all washrooms in the main building (approximately 14 washrooms in total). This includes cleaning of toilets, urinals, sinks, mirrors, floor and wall tiles, and restocking of toiletries (toilet paper, hand soap, etc.) as needed.
 - Cleaning of washrooms in the guest house (10 washrooms) twice a week and additionally on call whenever specifically requested. Guest house washrooms should be kept to the same hygiene standard, with flexibility for on-demand cleaning for visiting guests.

- **Additional Housekeeping Tasks:** Removal of cobwebs from ceilings and corners, regular dusting of furniture, office fixtures, and equipment, and proper collection and disposal of waste from waste bins to the designated disposal area on a daily basis. The contractor shall ensure segregation of recyclable waste if required and maintain the campus free of any garbage or refuse. All cleaning and housekeeping activities should be performed in a manner that minimizes disturbance to the academic work environment.
- **Manpower Deployment:** The Contractor must deploy five (5) full-time housekeeping staff, which includes one (1) dedicated Housekeeping Supervisor. The housekeeping staff shall carry out the cleaning duties as per the above scope, while the supervisor will not only oversee and ensure effective execution of all tasks but also participate in the work as needed. The supervisor will be the single point of contact for the Institute's administration to communicate instructions or feedback regarding services. It is the Contractor's responsibility to maintain the minimum staffing level of 5 persons at all times. In case of any staff absence, suitable replacement must be provided to ensure uninterrupted services.
- **Cleaning Materials and Equipment:** The Contractor shall provide all cleaning materials and consumables required for the work, and the cost of these materials must be included in the contract price. The materials provided should be of high quality, including but not limited to brooms, brushes, mops, buckets, cleaning cloths, detergents and surface cleaners, disinfectants/antiseptics, air fresheners, garbage bags, as well as toiletries like toilet paper rolls and liquid hand soap. The Contractor must ensure a continuous and adequate supply of these items so that there is no shortfall in maintaining cleanliness. All necessary tools and equipment (such as vacuum cleaners, if required, floor polishing machine, etc.) for carrying out the services are also to be arranged by the Contractor at its own cost.
- **Uniforms and Safety Gear:** The Contractor is responsible for providing clean and weather-appropriate uniforms to all deployed workers. All housekeeping staff should be in proper uniform (and wear identification badges) during working hours for easy identification and maintaining a professional appearance. The uniforms should be suitable to different seasons (for example, providing raincoats/umbrellas in monsoons, warm clothing in winters as needed). Additionally, the Contractor should equip its staff with any required safety gear (such as gloves, masks, etc.) when handling cleaning chemicals or waste, and ensure that all safety protocols are followed to prevent accidents or health hazards.
- **Work Timing and Frequency:** The cleaning operations should be carried out at appropriate times to avoid hindrance to the Institute's functioning. Generally, sweeping/mopping of offices, corridors, classrooms, etc., should be completed every morning before the start of office hours, with touch-up cleaning in the afternoon if

needed. Washrooms should be cleaned at least twice daily (once in the morning and once in the afternoon) for the main building, and as scheduled for other areas, with continuous upkeep as necessary. The Contractor should prepare a duty roster in consultation with the Institute to cover all required tasks efficiently throughout the day and week.

- **Quality of Service:** The Contractor shall maintain high standards of cleanliness and hygiene at all times. All cleaning work must be carried out in a thorough and professional manner. The Institute reserves the right to inspect and supervise the cleaning services. Any deficiencies or lapses in the service identified by the Institute must be rectified promptly. Regular feedback sessions will be conducted with the Contractor's supervisor to review performance and address any issues. The Contractor shall adhere to any reasonable directives given by the Institute to improve the scope or method of cleaning as the situation demands.

Eligibility Criteria for Bidders

Only bidders who **meet the following eligibility (pre-qualification) criteria** and can provide documentary proof for the same will be considered. The Technical Bid must include sufficient evidence of compliance with each criterion:

1. **Registration with Labour Department:** The bidding entity (Contractor/firm) must be **registered under the Uttar Pradesh Labour Department** and hold a valid current registration/license number. (Attach a copy of the valid registration certificate issued by U.P. Labour Dept.)
2. **Statutory Registrations:** The bidder must have valid registration numbers for **GST, Employees' Provident Fund (EPF), and Employees' State Insurance (ESI)**. (Attach photocopies of GST registration, EPF registration, and ESIC registration certificates.) The firm should be in **good standing** with these statutory bodies (e.g., no outstanding dues or serious compliance violations).
3. **Minimum Experience:** The bidder must have a **minimum of 3 years of experience** in providing similar housekeeping/cleaning services in academic institutes, government offices, public sector undertakings, or similar institutions. The experience should be of handling contracts of comparable scope and scale. (Attach at least one **experience certificate or work completion letter** from a client institution to verify that the bidder has successfully completed at least 3 years of service in a similar contract. Multiple certificates can be attached if needed to cumulatively meet 3 years or more experience.)
4. **Past Performance:** The bidder should have a record of satisfactory past performance. There should be **no record of the firm having been blacklisted** or debarred by any

government department or agency. (A self-declaration on the firm's letterhead, stating that it has not been blacklisted, may be included in the Technical Bid.)

5. **Financial Capacity:** The bidder is expected to be financially capable of executing the work. The bidder may attach proof of financial soundness, such as the latest audited financial statement or a solvency certificate, to demonstrate its ability to mobilize resources for the contract.

Note: The Institute reserves the right to verify the authenticity of all documents submitted. Bidders must ensure that all registrations and licenses are **valid as of the date of tender submission**, and shall remain valid (or be renewed by the bidder) throughout the contract period if awarded. Bidders not meeting the above criteria **will be disqualified** and their Financial Bids will not be opened.

Instructions for Submission of Bids

- **Two-Bid System:** The tender follows a **two-envelope system**: (a) **Technical Bid** and (b) **Financial Bid**. Bidders must submit their offers in two separate sealed envelopes **clearly marked** as “Technical Bid – Sanitary Contract” and “Financial Bid – Sanitary Contract” respectively. Both sealed envelopes should then be placed inside a **single larger sealed envelope**, superscribed with “**Quotation for Sanitary Contract**”, and addressed to *The Director, Giri Institute of Development Studies, Sector O, Aliganj Housing Scheme, Lucknow – 226024*.
- **Sealing and Marking:** The outer envelope should also clearly mention the name and address of the bidder on the back side, and the words “DO NOT OPEN BEFORE DUE DATE” on the front. If the envelope is not properly sealed and marked as instructed, GIDS will not assume any responsibility for its misplacement or premature opening. Technical Bid and Financial Bid must each contain all relevant documents as detailed below and no other documents.
- **Contents of Technical Bid Envelope:** The Technical Bid should be submitted in the prescribed Technical Bid Form (see Annexure I below) duly filled in and signed. All supporting documents pertaining to the Eligibility Criteria (registration certificates, license copies, experience letters, etc.) must be enclosed in this envelope. The Technical Bid should also include a cover letter on the bidder's letterhead, introducing the firm and confirming the validity of the tender offer for at least 90 days from the last date of submission. No financial information or quote should be included in the Technical Bid.
- **Contents of Financial Bid Envelope:** The Financial Bid should be given in the prescribed Financial Bid format (see Annexure II below). The bidder must quote rates and prices in Indian Rupees (INR) clearly for all components of the cost. All figures should be written both in figures and words (in case of discrepancy, the amount in words shall

prevail for evaluation). The Financial Bid must be signed and stamped by the authorized signatory of the firm on each page. The bid price must be inclusive of all requirements as per tender (wages, material costs, statutory contributions, service charges, taxes, etc.). No overwriting or corrections are allowed in the financial bid; any correction must be duly signed by the bidder.

- **Minimum Wages Compliance:** While quoting the rates in the Financial Bid, bidders must ensure that the monthly wage rate for each housekeeping staff is not less than the current minimum wages fixed by the Government of Uttar Pradesh for unskilled workers (or the applicable category for housekeeping staff). The Institute will not consider any bid where the wages are quoted below the legally mandated minimum wage. Bidders are also expected to factor in future revisions of minimum wage (if any) during the contract period – any statutory wage increase will be payable as per actuals as and when it occurs, subject to verification, but the base bid should be compliant at the time of bidding.
- **Bid Submission Deadline:** The sealed tender (complete in all respects) must be submitted to the above address on or before 07th August 2025 (within office hours on that day). It may be submitted by hand delivery to the Institute's Tender Box or sent via registered post/courier so as to reach by the deadline. Late submissions will not be entertained under any circumstances. Bidders are advised to factor in any transit delays if sending by post. The Institute will record the time of receipt of each bid; any bid received after the deadline shall be marked as "Late" and may be returned unopened to the bidder or disposed of unopened.
- **Bid Opening:** The Technical Bids will be opened first, on the next working day following the submission deadline (or as notified by the Institute), in the presence of those bidders or their authorized representatives who choose to attend. The date, time, and venue of the Technical Bid opening will be communicated by the Institute (likely in the afternoon of 07th August 2025 or on 08th August 2025). The Financial Bids will remain sealed and be kept in custody of the Institute until the technical evaluation is completed. After technical evaluation, Financial Bids of only the technically qualified bidders will be opened on a later date, which will be informed to the qualifying bidders in advance. Financial Bid opening may be attended by those bidders who qualify, if they wish.
- **Site Visit:** Prospective bidders are strongly encouraged to visit the GIDS campus to acquaint themselves with the scope and volume of work, the layout of the buildings, and site conditions before submitting their bids. A visit can be arranged during office hours by contacting the Institute's Stores or Administration Department. This will help bidders to estimate work requirements more accurately. Submission of a tender will be deemed as the bidder having made all due allowances for site conditions; no claims

for extra payment or extension of time will be allowed on the ground of lack of knowledge of the site or scope.

- **Clarifications:** If the bidder has any doubts or requires any clarification regarding any aspect of the tender documents or scope of work, they may contact the Institute (Stores Department) at the phone numbers provided, or by email (if an email is provided on the Institute's website) before the bid submission deadline. Any clarification if provided, may be shared with all prospective bidders (if it materially affects the tender) to ensure fairness. Bidders should check the Institute's website for any updates or corrigenda to the tender document before submitting their bids.
- **Amendment of Tender:** At any time prior to the deadline for submission of bids, GIDS reserves the right to modify the tender documents by issuing an addendum or corrigendum. Such amendment will be uploaded on the Institute's website (and/or communicated directly to all bidders who have obtained the tender documents from the Institute). Bidders should ensure to read any such amendments before submitting their final bids, and enclose the signed and stamped copy of all addenda (if any) as acknowledgment of having read them. The Institute may extend the submission deadline if an amendment is issued close to the original deadline.
- **Validity of Bids:** Bidders must ensure that their bid (both Technical and Financial) remains valid for a period of 90 days from the last date of submission. A bid with a shorter validity period may be rejected by the Institute as non-responsive. During this period, bidders shall maintain the availability of the professional staff proposed and also the offered prices unchanged. If needed, the Institute may request bidders to extend the validity period (with consent of the bidder); refusal to extend a bid validity may result in exclusion from further evaluation.

Bid Evaluation and Selection Process

The evaluation of the received bids will be carried out in the following stages:

1. **Stage 1 – Technical Bid Evaluation:** The Technical Bids will be opened and evaluated first. The evaluation will check for completeness of documents and whether the bidder meets all the Eligibility Criteria listed above. The Institute's Tender Committee will verify the submitted documents such as registration certificates (Labour dept., EPF, ESI, GST), and proof of experience. Only those bidders who fulfill all the eligibility requirements and have submitted all required documents will be considered technically qualified. Bids without required documents, or with incomplete forms, or not meeting any of the essential criteria will be rejected at this stage. The Institute reserves the right to seek clarifications or additional information on the documents submitted by the bidder if necessary for evaluation. However, no additional documents that materially alter the bid's substance can be submitted after the bid opening.

2. **Stage 2 – Financial Bid Evaluation:** The Financial Bids of only those bidders who are found **technically qualified** (in Stage 1) will be opened for evaluation. The Financial Bids will be scrutinized for any arithmetical errors and to ensure they are complete (i.e., all items of cost have been quoted) and in compliance with the tender conditions. As noted, the quoted wages should comply with minimum wage laws, and all other components (material costs, EPF, ESI contributions, service charges, GST, etc.) should be included as per the tender format. Bidders are expected to quote realistic prices for each component – if the Institute finds any quote abnormally low or high, it may ask for justification and may reject the bid if the quote is found impractical or indicative of lack of understanding of scope.
 - The **comparison of Financial Bids** will primarily be on the basis of the **Grand Total cost per month** quoted by the bidders for the complete services (as calculated in Annexure II). However, the Institute may also consider the break-up of costs (salary, materials, etc.) to ensure that no required component is under-quoted or omitted. All applicable taxes (GST) will be considered for the purpose of comparison. If two or more bids are **tied** in the financial evaluation, preference may be given to the bidder with superior experience or other credentials, or the Institute may negotiate with the tied bidders, at its discretion.
3. **Final Selection:** The contract is expected to be awarded to the bidder whose bid has been found technically acceptable and who has quoted the Lowest evaluated Grand Total price (L1) among the technically qualified bids, subject to satisfaction of any other requirements and approvals. However, the Institute is not bound to accept the lowest bid if it has valid reasons (such as past unsatisfactory performance of the bidder, or other factors). The Institute reserves the right to accept or reject any or all quotations in part or in full, without assigning any reason. The Institute also reserves the right to withdraw or cancel the tender at any stage without incurring any liability to any bidder.
4. **Notification of Award:** The successful bidder will be notified of the award of contract through an **Acceptance Letter/Work Order** issued by the Institute. This letter will outline the sum for which the contract is awarded, the commencement date, and any other necessary instructions. Upon receipt of the award letter, the successful bidder must convey acceptance and fulfil any initial requirements (such as furnishing a performance security, if asked, and signing the contract agreement) within the time period specified by the Institute.
5. **Signing of Contract:** The successful bidder will be required to **enter into a formal Contract Agreement** with GIDS. The draft agreement will be provided by the Institute and will include all terms and conditions of this tender, the bidder's own proposal (to the extent accepted by GIDS), and any other negotiated terms. The contract agreement shall be executed on a appropriate value non-judicial stamp paper as per

the Uttar Pradesh Stamp Act (cost of stamp paper to be borne by the Contractor). Failure to sign the contract or furnish any required performance security within the stipulated time may lead to forfeiture of the award and the Institute may consider awarding the contract to the next eligible bidder or inviting fresh bids.

6. **Debriefing:** Unsuccessful bidders can request a debriefing from the Institute to understand the reasons why their bids were not selected, after the award is finalized. The Institute will provide a brief explanation in the interest of transparency, without compromising the confidentiality of other bids.

General Terms and Conditions of Contract

The following terms and conditions will govern the contract awarded pursuant to this tender. These conditions, along with the scope of work and the bidder's proposal, will form an integral part of the agreement between the Institute and the Contractor.

- **Contract Period:** The contract for sanitary/housekeeping services shall be initially awarded for a period of one (1) year, starting from the date of commencement as specified in the Work Order/Agreement. Based on satisfactory performance, the contract may be extended for up to two (2) additional years, one year at a time, under the same terms and conditions and rates (or with a minor escalation if mutually agreed upon to accommodate minimum wage increases, if any.) The extension, if granted, will be at the sole discretion of GIDS and subject to the Contractor's work being found satisfactory during the previous term. The total tenure of the contract, including extensions, shall not exceed three (3) years in aggregate.
- **Commencement of Work:** The Contractor shall be required to commence services within 7 days of issuance of the Work Order or as specified by the Institute. Failure to start the services within the stipulated time frame without a valid reason may lead to cancellation of the contract and forfeiture of any security deposit.
- **Performance Security:** *If required by the Institute*, the successful Contractor shall deposit a Performance Security (in the form of a bank guarantee or FDR or demand draft, from a nationalized bank) for a sum specified in the award letter (commonly around 5-10% of annual contract value). This security deposit, if demanded, is to safeguard the Institute against any default by the Contractor. It will be retained for the full term of the contract plus some additional months and will be refundable (without interest) upon successful completion of the contract, subject to deductions for any penalties or damages.
- **Statutory Obligations & Labour Law Compliance:** The Contractor shall comply with all applicable labour laws and regulations in relation to the personnel engaged for this contract. This includes, but is not limited to: Minimum Wages Act 1948, **Payment of Wages Act 1936**, **Contract Labour (Regulation & Abolition) Act 1970**, **Employees'**

Provident Fund & Misc. Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, and Equal Remuneration Act 1976, as well as any rules framed under these, and any subsequent amendments. All obligations regarding payment of wages at not less than the minimum wages (as revised from time to time), deposit of EPF & ESI contributions, ESI cards, providing weekly off days, statutory leaves, etc., shall be the **sole responsibility of the Contractor**. The Institute shall not be liable for any non-compliance by the Contractor in this regard. The Contractor shall maintain proper records (attendance, wage register, etc.) and **proof of statutory compliance** and produce them on demand by the Institute or labour authorities. If the Institute is made to pay any penalty or any charges (for example, due to the Contractor's violation of labour laws or regulations), the Institute shall recover such amount from the dues payable to the Contractor or from the performance security.

- **Relationship:** The personnel employed by the Contractor for providing the services shall be the employees of the Contractor only. The Contractor shall solely be responsible for their salaries, wages, statutory benefits, and any other claims. Under no circumstances shall any relationship of employer-employee be deemed to arise between the Institute and said personnel. The Contractor shall indemnify the Institute against any claims made by the Contractor's employees against the Institute (for example, claims related to employment benefits, wages, or injuries). The Contractor shall also be responsible for discipline and conduct of its employees. If any worker of the Contractor is found to misbehave or indulge in misconduct, the Contractor shall replace that worker on instructions of the Institute.
- **Supervision and Work Standards:** The Contractor must ensure effective supervision of the deployed staff through the appointed **Housekeeping Supervisor**. The Supervisor should be present on site during the major working hours and ensure work is being done properly. The Institute's authorized officials will carry out random or periodic inspections of the premises to check the quality of cleaning. If any shortfall or unsatisfactory service is observed (e.g., areas left unclean, staff not present, etc.), the Institute will inform the Supervisor/Contractor, and the Contractor must immediately take corrective action. Persistent or repeated issues in service quality will invoke penalties and may lead to more serious actions including termination if not rectified.
- **Materials and Equipment Quality:** All cleaning agents and chemicals provided by the Contractor must be **safe and of reputable brands**. They should be appropriate for use in an office/academic environment (e.g., non-toxic, non-damaging to flooring or furniture). The Institute reserves the right to **inspect and test** the quality of materials supplied. If the materials are found sub-standard or not as per expected quality, the Contractor shall immediately replace them with proper quality materials. Failure to do so may result in the Institute procuring the materials in the market and charging the

cost (plus administrative charges) to the Contractor's bill. All equipment provided by the Contractor should be maintained in good working condition. The Contractor should ensure electrical equipment (like vacuum cleaners) are safe to use and operators are trained.

- **Payment Terms:** The Contractor will be paid on a **monthly basis** for the services rendered. The Contractor should submit a **monthly invoice** in duplicate along with supporting documents (such as proof of disbursement of wages for the previous month, proof of EPF/ESI contribution, etc.) as required by the Institute. After verification of the bill and satisfactory performance certification by the designated officer of GIDS, payment will be released within a stipulated period (e.g., 15-30 days of submission of bill). **Taxes:** The payment will be subject to deduction of any taxes in force (like TDS under Income Tax Act or GST TDS if applicable). The Contractor must ensure timely filing of GST returns and provide evidence of the same if requested, as GIDS may need to verify GST compliance. No advance payments will be made. If the Contractor fails to provide proof of statutory compliance (wage payments, EPF, ESI etc.), the Institute **may withhold payments** until such proof is produced.
- **Price Variations:** The quoted prices shall remain firm and fixed during the initial contract period of one year. No request for escalation in cost will be entertained except if it corresponds to statutory revisions (like increase in minimum wage or tax rates). In case of any increase in the minimum wages by the government or changes in EPF/ESI contribution rates or GST during the contract period, the Contractor will be eligible to claim the proportionate increase (subject to verification and approval). Similarly, any reduction in these statutory rates should be passed on to the Institute. For the extended years (if the contract is extended), a mutually agreed upon increment (typically a percentage linked to Consumer Price Index or a fixed percentage) on the manpower cost may be considered to account for inflation, or the wages will be revised as per latest minimum wage, whichever is applicable, while material costs and service charge may remain same unless otherwise agreed. Any such price adjustment mechanism for extension will be detailed at the time of granting extension.
- **Penalties for Non-Performance:** In the event of the Contractor's failure to meet the agreed service standards or obligations, **penalties** will be levied by the Institute. The penalties will be reasonable and commensurate with the lapse. Illustrative instances of penalties include:
 - If the Contractor fails to deploy the required **5 personnel on any day** (without prior approval of the Institute for minor shortages), a penalty of *Rs. 100 per missing worker per day* may be deducted from the monthly bill (for example, if only 4 workers present, Rs.100 will be deducted for that day)

- If any area (as per scope) is found **not cleaned** or not maintained properly at any inspection, a penalty of *Rs. 200 per incident* may be imposed. Minor lapses like garbage not collected in time, or a washroom not cleaned in a scheduled round, may incur a penalty of *Rs. 100 per instance*. Repeated lapses in the same area or type of work can attract higher penalties or punitive action.
- If any worker is found **without proper uniform or ID**, a penalty of *Rs. 50 per worker per day* may be imposed. If the same issue recurs frequently, stricter penalty or replacement of staff may be required.
- If the Contractor is **persistently non-compliant** with contractual terms (e.g., not supplying materials, not paying wages in time, etc.), the Institute may impose a **lump-sum penalty** or withhold payment until issues are resolved.

All penalties shall be deducted from the Contractor's running bills. The Institute will usually issue a **notice of deficiency** to the Contractor and may allow a short period for remedy (if feasible) before imposing a penalty, except in cases where immediate penalty is warranted due to the nature of lapse. The decision of the Institute regarding the occurrence of a lapse and the penalty amount shall be **final and binding**. It is emphasized that the penalty provisions do not preclude the Institute's right to terminate the contract for significant breaches, as described in the termination clause.

Termination Clause:

a) **Termination for Default/Cause:** The Institute reserves the right to terminate the contract at any time before the expiry of the term if the Contractor fails to perform any of its obligations under the contract or if there is any serious or repeated breach of terms and conditions. In case of such default, the Institute will issue a notice to the Contractor to rectify the breach or improve performance within a specified reasonable period. If the Contractor fails to comply with the notice and does not remedy the breach or performance does not improve satisfactorily, the Institute may terminate the contract by issuing a 30-day written notice of termination (or shorter notice in severe cases). For instance, consistent failure to maintain cleanliness, or failure to provide the required manpower for an extended period, or any violation of laws, can be grounds for termination. Upon such termination, the Performance Security (if any) may be forfeited, and the Institute may get the remaining work done at the Contractor's risk and cost.

b) **Termination for Insolvency:** GIDS may terminate the contract with immediate effect if the Contractor becomes bankrupt or otherwise insolvent, or is likely to be wound up or facing legal insolvency proceedings. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy available to the Institute.

c) **Termination for Convenience:** The Institute reserves the right to terminate the contract, in whole or in part, **at its convenience by giving 60 days' notice** to the Contractor. The notice of

termination shall specify that termination is for the Institute's convenience, the extent to which performance of work is terminated, and the date upon which such termination becomes effective. In such case, the Contractor shall be paid for all work satisfactorily performed up to the date of termination, but no compensation will be paid for the portion of work that is terminated nor for any anticipated profits. The Contractor shall promptly cease all further work and mitigate any additional costs. On termination of the contract for any reason, the Contractor shall ensure an orderly and smooth withdrawal of its services and personnel from the site, hand over any Institute's property or materials in its possession, and cooperate with the Institute to the extent reasonable to facilitate the transition to a new contractor or to internal management.

- **Dispute Resolution:** All efforts shall be made to resolve any dispute or disagreement arising out of or in connection with this contract amicably by mutual discussion and negotiation between the Institute (GIDS) and the Contractor. In the event a resolution is not reached through mutual talks within a reasonable time, the dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (and any amendments thereto). The Institute and the Contractor shall mutually appoint a sole Arbitrator (if mutual agreement is not reached, the Arbitrator shall be appointed in accordance with the Act by the competent court or authority). The arbitration shall be conducted in the English language. The venue (seat) of the arbitration shall be Lucknow, Uttar Pradesh, and it is preferable that the arbitrator be based in Lucknow for convenience. The award of the Arbitrator shall be final and binding on both parties. The cost of arbitration shall be borne as determined by the Arbitrator in the award. During the pendency of arbitration proceedings, the Contractor shall continue to perform its obligations under the contract (unless the contract is terminated or performance is rendered impossible due to dispute).

Jurisdiction: The contract shall be governed by and construed in accordance with the **laws of India**. Subject to the arbitration clause above, any legal action or proceeding relating to this contract shall be subject to the jurisdiction of the **courts in Lucknow, U.P.**, only.

- **Confidentiality:** The Contractor and its employees shall, at all times, maintain **confidentiality** of all information, documents, and records of the Institute that they may encounter or which may be made available to them during the course of execution of this contract. Any **proprietary or sensitive information** relating to the Institute's operations, employees, researchers, students, or any other aspect, that is not public domain, must not be disclosed to any third party without the **prior written consent** of the Institute. The Contractor shall also ensure that none of its staff members divulge any information about the layout, security arrangements, or any internal matters of GIDS to outsiders. This clause survives the expiration or termination

of the contract. Breach of confidentiality may result in termination of contract and/or legal action.

- **Force Majeure:** Neither party shall be liable for failure to perform any of its obligations under this contract if such failure is caused by events beyond its reasonable control, which are unforeseen and unavoidable, and not caused by or under the control of the affected party. Such events, for the purposes of this contract, shall be considered as Force Majeure events and may include (but are not limited to) acts of God (like floods, earthquakes, or other natural disasters), war, riots, civil commotion, acts of terrorism, epidemic or pandemic, quarantine restrictions, freight embargos, governmental orders or restrictions, or any other similar events. The party affected by a force majeure event shall promptly notify the other party in writing of the occurrence of such event and the likely duration of its impact. The obligations of the affected party shall be temporarily suspended to the extent they are affected by the force majeure. The affected party shall make all reasonable efforts to continue to perform or resume performance of the obligations not affected by a force majeure. If the force majeure event continues for an extended period (for example, more than 30 days) rendering performance impossible or impractical, either party shall have the right to terminate the contract by giving a written notice. In the event of such termination due to force majeure, neither party shall have any claim against the other for compensation, apart from payment for services already rendered up to the date of the onset of force majeure (if such services were useful to the other party).
- **Indemnity:** The Contractor shall indemnify and keep indemnified the Institute (GIDS) from and against all actions, claims, demands, suits, liabilities, damages, losses, costs, charges and expenses (including legal expenses) which the Institute may suffer or incur as a result of or in connection with any negligence, default or breach of the terms of this contract by the Contractor or its employees. This includes, but is not limited to, any accidents or injury (fatal or otherwise) caused to any of the Contractor's personnel in the course of work, or any damage caused to the Institute's property by the Contractor's personnel. The Contractor shall be solely responsible for any such incidents and shall bear all related expenses or compensation, as per law or as decided by appropriate authorities or mutual consent. The Institute shall not be liable for any compensation to the Contractor's staff that may suffer any injury, death or disability in the course of their work, except to the extent caused by the Institute's negligence or willful act.
- **Liability & Insurance:** The Contractor shall be liable for any damage or loss to the Institute's property or premises caused due to the negligence or misconduct of the Contractor or its staff. The amount of loss/damage as determined by the Institute will be final and recoverable from the Contractor's bills or security deposit. The Contractor is advised to carry adequate **insurance** coverage for its employees (such as **Workmen's**

Compensation Policy or Group Accident Insurance) as well as third-party liability insurance to cover risks of accident or damage. The Institute shall not be responsible for any loss or damage to the Contractor's materials, equipment, or injuries to personnel deployed by the Contractor at site – the Contractor shall have to absorb or insure such risks.

- **Sub-contracting and Assignment:** The Contractor **shall not sub-contract, outsource, or assign** the awarded contract or any part thereof to any other third party without the prior **written consent** of the Institute. The Contractor shall also not change or replace the consortium partner (if any) or any sub-Contractor specified in the bid without approval. Even if any part of the work is subcontracted with approval, the **primary liability** for fulfilling all terms and conditions of the contract rests with the main Contractor. The Institute reserves the right to reject any engagement of subcontractor if, in the Institute's opinion, it compromises on service quality or contract compliance.
- **Compliance with Institute Rules:** The Contractor and its employees shall abide by all **rules and regulations of GIDS** as communicated to them from time to time. The personnel employed by the Contractor shall follow the security instructions of the Institute (like entry/exit procedures, checking, gate pass if any for materials) and shall not indulge in any undesirable activities on campus. Consumption of alcohol or prohibited drugs, gambling, or engaging in illegal activities on the Institute's premises is strictly forbidden. The Contractor's personnel should not disturb the peace and maintain decorum; any conflict or problem created by any worker must be resolved by the Contractor immediately, including replacement of such person if required.
- **Termination for Convenience of Institute's Projects:** If the Institute's operations or project requirements change (for example, if the Institute decides to scale down or close the hostel or any facility being maintained under this contract), such that the services of the Contractor are no longer required or need to be restructured, the Institute may terminate or modify the scope of the contract upon one month's notice. In case of partial termination (reducing scope), an appropriate financial adjustment will be made to the contract value. The Contractor shall not claim any compensation for loss of opportunity or profits due to such decision of the Institute, except the payable amount for work actually done up to the effective date of termination/modification.
- **Right to Blacklist:** In addition to termination of contract, if the Contractor is found to have committed serious misconduct, irregularity, or any fraudulent practice, the Institute reserves the right to **blacklist or debar** the Contractor from participating in any future tenders of the Institute for a defined period (typically up to 2-3 years or more, depending on severity). Such decision will be at the discretion of the Institute and will be final.

- **Legal Compliance and Contract Governance:** This tender and any contract resulting from it shall be governed by and construed in accordance with the **Indian Contract Act, 1872**, and all other relevant laws applicable. The Contractor shall also fulfill all obligations under other applicable laws/rules not explicitly mentioned in this document but that are relevant to the performance of the services (for example, local municipal laws relating to waste disposal, environmental regulations for handling of cleaning chemicals, etc.). If any clause of this tender or contract is found to be contrary to law or void, that clause will be deemed severable and the remainder of the contract will continue to be in force.
- **Institute's Rights:** The Institute reserves the following rights (in addition to other rights enumerated in this document):
 - To **accept or reject** any bid or all bids, and to annul the tender process at any time prior to award of contract, without incurring any liability to the affected bidder(s) or any obligation to inform the bidder(s) of the reasons.
 - To **reject conditional tenders** or those with deviations from the terms and conditions of this tender. Any bid that stipulates alterations to any of the conditions/layouts or any other terms of reference, or has any conditions extraneous to the tender, is liable to be rejected as a **conditional bid**.
 - To **negotiate** with one or more bidders (technical or financial aspects or both) if needed, to arrive at a final decision, or to split the order among multiple contractors if it sees fit (although for a service like housekeeping, splitting is usually not applicable).
 - To **seek clarification** or additional documents/information from any bidder during the evaluation process and to visit the bidder's office or client sites for verification of information, if necessary.
 - To **make minor changes** or modifications in the scope of work or contract terms at the time of award or during the contract execution by mutual discussion with the Contractor, if such changes are in the interest of the Institute and do not adversely affect the service output. Any such change will be documented as an addendum to the contract.
- **Interpretation of Contract Document:** In case of any ambiguity or dispute regarding interpretation of any clause in this tender document or the subsequent contract, the interpretation of the **Institute shall be final** and binding on the Contractor. The headings given in this document are for convenience only and shall not affect the interpretation of the clauses.
- **Entire Agreement:** The tender document (along with any addenda), the bidder's proposals, and the Letter of Award/Work Order together shall constitute the **entire**

agreement between GIDS and the Contractor. This contract supersedes all prior communications, negotiations and agreements (whether written or oral) between the parties concerning the subject matter of this contract. Any amendments to the contract must be made in writing and signed by authorized representatives of both parties.

- **Execution of Contract:** The successful bidder shall execute the formal contract agreement within the time frame specified by the Institute. Until the contract is formally signed, this tender document together with the written acceptance of the bidder's offer by GIDS shall constitute a binding contract between the Contractor and the Institute as per the **Indian Contract Act, 1872**. The contractor shall commence work as per the contract even if the formal signing is pending, once the Letter of Acceptance is issued and accepted.
 - **Contract Management and Coordination:** The Institute will designate an appropriate **Authority/Officer (e.g., Administrative Officer or Estate Manager)** to oversee and monitor the daily operations of the housekeeping services. This Officer shall be the point of contact for the Contractor's supervisor for all routine matters, feedback, and issue resolution. Periodic meetings (e.g., monthly or quarterly) will be held between the Contractor's representative and Institute officials to review performance, discuss any changes, and plan for upcoming events or needs (such as special cleaning before functions, etc.). The Contractor should remain responsive to communication from the Institute – any notice or instruction given by the designated Institute official to the Supervisor or sent via official communication channels to the Contractor shall be deemed as duly given and should be acted upon.
 - **Handback and Transition on Contract Completion:** Upon expiry or termination of the contract, the Contractor shall peacefully hand back the site and premises in neat and clean condition. The Contractor must remove all its materials, equipment, and personnel from the site. Any fixtures or fittings of the Institute that were under the Contractor's charge should be returned in good condition (normal wear and tear excepted). If the Institute decides to take over some staff of the Contractor under a new arrangement or in-house (though not obligatory), the Contractor shall not prevent its staff from being employed by the Institute or new contractor, subject to applicable labor laws. The Contractor shall cooperate in ensuring a smooth transition, including briefing the new contractor or staff taking over, as needed.
 - **Acceptance of Terms:** By submitting a bid against this tender, the bidder acknowledges that it has read, understood, and agreed to **all terms and conditions** of this tender. The act of submitting a bid shall be considered as an acceptance of the terms and a willingness to enter into a contract under the stated terms, if selected.
-

*This tender document is issued with the approval of the competent authority of Giri Institute of Development Studies. All prospective bidders are requested to participate in the tender process in line with the guidelines and terms specified above. The **Director, GIDS** reserves the right to modify any of the above clauses before the deadline through an official addendum, or to issue clarifications as needed.*

For any further **inquiries or clarifications**, interested parties may contact the Institute's Stores/Administration Department at the phone numbers provided, during office hours on working days.

We look forward to your participation in this tender.

DIRECTOR

Giri Institute of Development Studies, Lucknow

Annexure I: Technical Bid Form – Sanitary Contract Services

(To be filled by the bidder and placed in the Technical Bid envelope)

A. Bidder Information:

1. **Name of the Contractor/Firm:** _____
2. **Registered Address:** _____
_____ (City, State, Pin)
3. **Telephone / Mobile Number:** _____
4. **GST Registration Number:** _____
(Attach photocopy of GST Registration)
5. **Registration under U.P. Labour Department:**
Registration No.: _____ *(Attach photocopy of relevant Labour Dept. registration/license)*
6. **Provident Fund (EPF) Registration Number:** _____ *(Attach photocopy of EPF registration)*
7. **ESI (Employees State Insurance) Registration Number:** _____ *(Attach photocopy of ESI registration)*
8. **Experience:**
 - **Years of experience in similar contracts:** _____ years
 - **Names of similar Institutions/Organizations served:** _____
(Attach photocopies of Experience Certificates or Work Orders confirming at least 3 years of experience.)

9. **Any Other Relevant Information:** (e.g., details of current contracts, awards or certifications, if any)

B. Declaration:

1. I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge. In case any information is found to be false or misleading, the Institute (GIDS) shall be free to take any action as deemed fit, including termination of contract (if awarded) and forfeiture of performance security.
2. I/We have read and understood the tender document in full and agree to abide by all terms and conditions laid down therein.
3. I/We also certify that our firm has not been blacklisted by any government or autonomous organization in the past, and there are no major legal cases pending against us in respect of service tax, GST, labour laws or any other applicable laws.

Date: _____

Place: _____

Signature of the Authorized Signatory (with date): _____

Name: _____ **Designation:** _____

Seal of the Firm:

Annexure II: Financial Bid Form – Sanitary Contract Services

(To be filled by the bidder and placed in the Financial Bid envelope. All amounts must be quoted in INR.)

The Financial Bid should encompass all costs for executing the **Scope of Work** as described in the tender. The bidder is required to quote a **monthly rate** for the services, broken down into the following components:

S. No.	Cost Component	Quantity	Rate (Monthly)	Total Cost per Month (Rs.)
1.	Housekeeping Staff Wages (inclusive of one supervisor) – Must be ≥ Minimum Wages	5 staff	Rs. _____ per staff	Rs. _____
	Sub-Total (Staff Wages)			Rs. _____
2.	EPF Contribution on wages (Employer's share) @ ____ %	- -	Included in above	Rs. _____

S. No.	Cost Component	Quantity	Rate (Monthly)	Total Cost per Month (Rs.)
3.	ESI Contribution on wages (Employer's share) @ ____ %	- -	<i>Included in above</i>	Rs. _____
4.	Service Charges (Contractor's margin/service fee on the above)	- -		Rs. _____
5.	Cleaning Materials & Consumables (Lump sum monthly cost)	- -		Rs. _____
6.	Any other charges (if applicable, please specify)	- -		Rs. _____
7.	GST @ ____ % on total (as per applicable rate)	- -		Rs. _____
	Grand Total – Monthly Charge (Sum of S.No. 1 to 7)			Rs. _____

(In words: Rupees

_____ only
per month.)

Note:

- The **Grand Total per Month** should represent the total amount the Institute will have to pay each month for the complete service. Payment will be made on this monthly basis, subject to the conditions of the tender.
- The bidder must ensure that the **basic wages component (S. No. 1)** is as per prevailing minimum wages. Please attach a separate sheet if a detailed break-up of wages (e.g., basic wage, VDA, etc.) is required for clarity.
- EPF and ESI percentages (%) should be as per current statutory rates (e.g., EPF 13%, ESI 3.25% employer share at present – these are subject to change by law). Calculate the amounts based on prevailing rates and the wages quoted. If the government revises these rates, the payment will be adjusted accordingly.
- Service Charges (S. No. 4) should account for the Contractor's profit and overheads. **Zero or unreasonably low service charges** which are not feasible may render the bid non-responsive. Bidders are requested to quote a realistic amount.
- Cleaning Materials charges (S. No. 5) should cover all supplies mentioned in the scope (cleaners, toiletries, etc.). If any specialized equipment depreciation or rental is

factored in, it can be included here or under “other charges” (S. No. 6) with explanation.

- GST should be calculated on the sum of S. No. 1 to 6 as per the current GST law. The Institute will pay GST over and above the base rates for services, but it must be quoted for proper evaluation.
- In case of discrepancy between the **figure and words**, the amount in words will be taken as final.
- The rates quoted should be **inclusive of all expenses** incurred by the Contractor in performing the duties (like uniform costs, safety gear, bonus, insurance, etc.), except GST which is shown separately. No additional charges beyond the Grand Total (except statutory revision in minimum wage/GST) will be entertained by the Institute.

I/We hereby submit my/our Financial Bid for the sanitation/housekeeping services contract in accordance with the terms and conditions of the tender document. I/We have understood that the payment will be made on the basis of actual deployment and work and any penalties for non-performance will be deducted as per tender conditions.

I/We agree that our **Financial Bid is firm** for the duration of the initial contract and will remain valid for 90 days from the bid opening.

Date: _____

Place: _____

Signature of the Authorized Signatory: _____

Name: _____ **Designation:** _____

Seal of the Firm: