

# **REQUEST FOR PROPOSAL (RFP)**

## **FOR SELECTION OF AN AGENCY FOR PROVIDING HOUSEKEEPING AND GARDENING SERVICES**

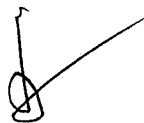
**RFP Reference No.NCSCM/HKG/2019**

**Dt.07.11.2019**

**National Centre for Sustainable Coastal Management (NCSCM)  
(Ministry of Environment, Forest and Climate Change, Govt. of India)  
Anna University Campus, Chennai 600025, Telephone: 044-22200600 / 22200900,  
Fax: 044-22200700, Website: www.ncscm.res.in, E-Mail: procurement@ncscm.org**

Table of Contents

<b>1. NOTICE INVITING PROPOSAL</b>	<b>3</b>
<b>2. TERMS OF REFERENCE (TOR)</b>	<b>4</b>
2.1 ELIGIBILITY CRITERIA	4
2.2 SCOPE OF WORK	5
2.3 RESPONSIBILITIES OF THE SERVICE PROVIDER	7
2.4 RESPONSIBILITIES OF NCSCM:	9
2.5 EMD AND PERFORMANCE SECURITY	10
2.6 PAYMENT & PRICE VALIDITY	11
2.7 PERIOD OF ENGAGEMENT	11
2.8 TERMINATION /SUSPENSION OF AGREEMENT	12
2.9 DETAIL OF OFFICE PREMISES	13
<b>3. INSTRUCTIONS TO BIDDERS</b>	<b>13</b>
3.1 SUBMISSION OF THE PROPOSAL	13
3.2 CONTENTS OF THE PROPOSAL	13
3.3 EVALUATION AND SELECTION	14
3.4 AWARD OF CONTRACT	14
<b>4. SPECIAL CONDITIONS OF CONTRACT</b>	<b>15</b>
<b>5. PENALTY CLAUSES</b>	<b>18</b>
<b>6. DISPUTE RESOLUTION MECHANISM</b>	<b>20</b>
<b>7. GOVERNING LAW</b>	<b>20</b>
<b>8. FORCE MAJEURE</b>	<b>20</b>
<b>ANNEXURE 1: JOB SPECIFICATION FOR HOUSE KEEPING SERVICE</b>	<b>21</b>
<b>ANNEXURE 2: PROFILE OF THE BIDDER</b>	<b>23</b>
<b>ANNEXURE 3: FINANCIAL PROPOSAL</b>	<b>24</b>
<b>ANNEXURE 4: FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL</b>	<b>25</b>
<b>ANNEXURE 5: FORMAT FOR AGREEMENT</b>	<b>26</b>
<b>ANNEXURE 6: FORMAT FOR BANK GUARANTEE FOR EMD</b>	<b>29</b>
<b>ANNEXURE 7: FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY</b>	<b>311</b>



## 1. Notice Inviting Proposal

- 1.1 Proposals are invited from eligible INDIAN Bidders (Firms/ Agencies) interested to provide "Housekeeping and Gardening Services" to National Centre for Sustainable Coastal Management (NCSCM) in its office at Anna University Campus, Chennai on outsourcing basis as per a service contract with specific terms and conditions.
- 1.2 The contract shall be for a period of **three years**, which may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.
- 1.3 Interested Bidders can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: **www.ncscm.res.in**.
- 1.4 The proposals (both technical and financial) from the eligible bidders must reach the Office of the NCSCM within due date and time i.e. **xx.11.2019 at 11 A.M.** in the prescribed format and manner. Proposals received after due date and time shall be rejected.

### 1.5 Key Information:

Sl. No.	Particulars	Information
1.	Start Date of availability of RFP document in the official website	07.11.2019
2.	Date & Time of Pre-Bid Meeting	25.11.2019 at 11.30 A.M.
3.	Venue of Pre-Bid Meeting	Conference Room, B2, NCSCM, Anna University Campus, Chennai
4.	Closing Date for availability of RFP document in the official website	10.12.2019
5.	Last date and time for receipt of RFP	11.12.2019 at 11 A.M.
6.	Date and time for opening of Technical Proposal	11.12.2019 at 11.30 A.M.
7.	EMD	Rs.1,00,000/- (Rupees One Lakh) only
8.	Address for submission of RFP	Director, National Centre for Sustainable Coastal Management, MoEF&CC, Gol, Anna University Campus, Chennai-25

**Note:** In case the date of Pre-Bid Meeting or/ and last date for receipt of RFP happens to be a holiday for NCSCM for any reason, the activity will be held on the immediate next working day at the same time & place.

  
Director  
National Centre for Sustainable Coastal Management  
Ministry of Environment, Forest and Climate Change  
Government of India, Anna University Campus  
Chennai - 600 025, India

## 2. Terms of Reference (TOR)

### 2.1 Eligibility Criteria

The interested Bidders shall have to comply with the following criteria to participate in the tendering process -

- a) Must have either its registered office or operating office in Chennai.  
**(Self-attested copy of documentary evidence like Certificate of Incorporation, GST Registration Certificate, etc. to be furnished along with the technical proposal.)**
- b) Must have minimum three years of experience (as on 31<sup>st</sup> March, 2019) in providing Housekeeping and Gardening Services on outsourcing basis either to a single organization or multiple organizations, out of which, at least one year must be in Chennai.  
**(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates to this effect to be furnished along with the technical proposal.)**
- c) Must have provided Housekeeping and Gardening Services to at least one Government/ Semi-Government Organization/ Public Sector Undertaking/ Corporate Body/ Hotel/ Public Park successfully (uninterrupted/ continuous) for a period of minimum 12 months during the last 3 years i.e. 2016-17 to 2018-19.  
**(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates to this effect to be furnished along with the technical proposal.)**
- d) Must have executed one similar work of at least Rs.30 Lakh during the last 3 years i.e. 2016-17, 2017-18 & 2018-19.  
**(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished along with the technical proposal.)**
- e) Must have valid registration under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax, ESI, EPF, GST, etc.  
**(Self-attested copies of such Registration Certificates to be furnished along with the technical proposal.)**
- f) Must have employed not less than 75 nos. of field level staff (non-administrative) to render similar services at clients' locations in Chennai



(either single location or multiple locations) any time during last 3 years i.e. 2016-17, 2017-18 & 2018-19.

**(Self-attested copies of EPF and ESI returns to be furnished along with the technical proposal.)**

g) Must have a minimum Annual Turnover of Rs.30 Lakh during any of the last 3 Financial Years i.e. 2016-17, 2017-18 & 2018-19.

**(Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished along with the technical proposal. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)**

## 2.2 Scope of Work

The Agency shall be responsible for the following works, the scope of which are given below –

### A. Housekeeping Service:

The following Personnel shall be provided by the Agency –

Sl. No.	Category	No.	Qualification & Experience
1.	Housekeeping Supervisor	1	<b>Age Limit:</b> Minimum 23 years & Maximum 50 years as on 30.09.2019 <b>Educational Qualification:</b> Not Applicable. <b>Experience:</b> Minimum 5 years in supervising activities of housekeeping job <b>Working Hours:</b> 8 hours (excluding break timing) between 8 A.M. and 8 P.M. from Monday to Saturday. <b>Category: Semi-Skilled</b>
2.	Housekeeping Staff	25 nos. (Male – 10, Female – 10 and Any Gender – 5*) *including transgender	<b>Age Limit:</b> Minimum 18 years & Maximum 40 years as on 30.09.2019 <b>Educational Qualification:</b> Not applicable. <b>Experience:</b> Not Applicable. <b>Working Hours:</b> 8 hours per shift (excluding break timing) between 8 A.M. and 8 P.M. from Monday to Saturday. <b>Shift Timing:</b> 8 hours per shift. NCSCM shall allocate the shift. Hence, the bidders are required to quote accordingly. <b>Category: Unskilled</b>



The scope of work is as follows –

- a) Cleaning of office space, laboratories, library, auditorium, conference rooms, server room, store room, warehouse, electrical rooms, lifts, stairways, balcony, terrace and common areas including garden areas, roads, drains etc.
- b) Cleaning of all toilets and their fixtures
- c) Cleaning of windows/ doors – internal and external
- d) Waste collection and disposal.
- e) Other related tasks as & when required.

The Agency shall be responsible for the maintenance and upkeep of facilities in the office premises of NCSCM in the manner as specified in **Annexure 1**.

**B. Gardening Service:**

The following Personnel shall be provided by the Agency –

Sl. No.	Category	No.	Qualification & Experience
1.	Gardener	1	<b>Age Limit:</b> Minimum 20 years & Maximum 45 years as on 30.09.2019 Educational Qualification: Not Applicable. Experience: Minimum 2 years in similar work Working Hours: 8 hours (excluding break timing) starting from 8 A.M. (Monday to Saturday). <b>Category: Semi-Skilled</b>
2.	Gardening Staff	1	<b>Age Limit:</b> Minimum 18 years & Maximum 40 years as on 30.09.2019 Educational Qualification: Not Applicable. Experience: Not Applicable. Working Hours: 8 hours (excluding break timing) starting from 8 A.M. (Monday to Saturday). <b>Category: Unskilled</b>



The scope of work is as follows –

1. General maintenance and development of the garden on day to day basis.
2. Soil cultivation, digging, forking, mulching, watering (water will be provided by NCSCM), raking, weeding, litter & debris clearing, edging, pruning, seed sowing, bed preparation and planting.
3. Lawn maintenance and cultivation.

### **2.3 Responsibilities of the Service Provider**

Followings are the responsibilities of the Agency (Service Provider) –

#### **A. Housekeeping Service**

- a) All the personnel engaged by the Agency to provide the services as desired by NCSCM have to be in proper uniform during duty hours.
- b) All the personnel shall bear photo identity cards during the duty hour. (The Photo Identity Card shall be duly verified and countersigned by the designated official of NCSCM.)
- c) All the rules & regulations relating to labour laws including accident, workmen compensation and insurance, ESI, EPF, etc. are to be complied.
- d) All the assets and property of NCSCM are to be safeguarded.
- e) **The Housekeeping Supervisor shall ensure quality and efficiency in service and shall act as a contact person to co-ordinate and interact with NCSCM.**
- f) Maintain location-wise log book to record all cleaning and housekeeping activities carried out in the format prescribed by the authority for checking and reference.
- g) To submit a list of all necessary materials including tools, equipment, disinfectant, cleaning agents and consumables of required quality and quantity needed for proper execution of the cleaning and housekeeping service. The materials/ tools/ equipment will be provided by NCSCM.
- h) All standard safety norms are to be followed during execution of work by the Agency to avoid accidents causing damages to personnel, machines, buildings, etc.
- i) The Agency will be held liable for any damage caused to the NCSCM or its staff or its premises or any part thereof or to any fixtures or fittings thereof or any property of the NCSCM due to any act, omission, default or negligence of the Agency or its Staff.



- j) Any non- performance, damage/ theft caused by the workmen of the service provider shall be recovered from the monthly bills of the service provider. Any recoverable in excess to the monthly bill payable shall be borne by the agency.
- k) The Agency shall provide a pool of personnel out of which NCSCM will select the required number of housekeeping staff on the basis of interview or any other selection process deemed necessary for the services.**

## **B. Gardening Service**

- a) To submit a list of all necessary materials including hand tools, horticultural machinery and powered hand tools such as lawn mowers, trimmers, hedge cutters, etc.
- b) To ensure that all tools, garden equipment & machinery are correctly maintained, serviced and kept in good & safe working order to ensure uninterrupted services.
- c) Must be aware and must practice health & safety legislations, ensuring a safe working environment for everyone working or using the garden.
- d) The staff deployed by the agency should be trained in gardening work, should be of good conduct, should be physically fit for the work and should not be suffering from any chronic or contagious diseases for carrying out the maintenance works.
- e) The staff deployed by the agency should have the ability to work well as part of a team or individually.
- f) The staff deployed by the agency should be comfortable in working in all weathers and seasons.
- g) None of the deployed Staff should enter or remain in the NCSCM's premise beyond the specified time limits unless and absolutely necessary.
- h) Service should be provided by the tenderer directly. Any attempt to sublet the work to any other party shall not be entertained.
- i) The Agency shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. The agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts





licenses, clearance certificates, etc. as may be required by NCSCM from time to time.

- j) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages (as defined by the Central Govt or the State Govt, whichever is maximum) to the personnel deployed, ESI, Insurance, PF, etc. NCSCM shall have no liability in this regard. Any revisions or amendments made to these laws/Acts by the State/Central Government will be automatically applicable for compliance by the Principal Employer and the Service Provider without any separate sanction for the same.
- k) The Agency is responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by it for the purpose or for any accident caused to them and NCSCM shall not be liable to bear any expense in this regard.
- l) NCSCM shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including PF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, the NCSCM shall be made a party to it in case of any dispute arising out of such non-compliance.
- m) The Agency will be held liable for any damage caused to the NCSCM or its premises or any part thereof or to any fixtures or fittings thereof or any property of the NCSCM due to any act, omission, default or negligence of the Agency or its Staff.
- n) Any non- performance, damage/ theft caused by the workmen of the service provider shall be recovered from the monthly bills of the service provider.
- o) **The Agency shall provide a pool of personnel out of which NCSCM will select the required number of gardening staff on the basis of interview or any other selection process deemed necessary for the services.**

#### **2.4 Responsibilities of NCSCM:**

- a) To provide space for safe storage of all tools, garden equipment & machinery brought & used by the agency for the service under this contract, issue of consumables, maintenance of records and restroom facility .



- b) Clearly define the cleaning area, frequency and method of cleaning for respective locations, etc.
- c) To provide soil, water, plants, seeds, etc.
- d) Co-operate with the deployed staff for smooth conduct of the assignments by the agency.
- e) Directly supervise the cleaning staff while carrying out cleaning in critical/ sensitive areas like computer room, office room, etc. to avoid unwanted situations including damages, interruption, accident, etc.
- f) Develop log book, control sheet, checklist for documentation, regular monitoring & quality assurance, review & approval of Standard Operating Procedures (SoP) submitted by the agency.
- g) Authorized Persons of NCSCM shall monitor the work of the agency at regular intervals.

**The numbers of staff under all categories are approximate in nature, which may vary at the time of issue of Work Order or any time during the contract period. The Agency will be paid for the extra persons deployed as required & requested by NCSCM at the rates quoted against the categories of persons in the Financial Proposal at Annexure 3.**

## **2.5 EMD and Performance Security**

- a) The bidders shall submit along with the Technical Proposals, EMD of **Rs.1,00,000/- (Rupees One Lakh)** only in form of Demand Draft (DD)/ Pay Order (PO)/ Fixed Deposit Receipt (FDR) from any scheduled commercial bank of India **in favour of National Centre for Sustainable Coastal Management, payable at Chennai**. The bidders can also submit the EMD in shape of Bank Guarantee (BG) from any scheduled commercial bank of India in the format prescribed in **Annexure 6**. The BG so submitted shall remain valid at least for a period of 300 days from the last date of submission of RFPs.
- b) Performance Security shall be 5% of annual contract value. The successful bidder shall deposit the Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Fixed Deposit Receipt (FDR) from any scheduled commercial bank of India **in favour of National Centre for Sustainable Coastal Management, payable at Chennai** within 10 days of notification of award. The bidders can also submit the Performance Security in shape of



Bank Guarantee (BG) from any scheduled commercial bank of India in the format prescribed in **Annexure 7**. The BG so submitted shall remain valid at least for a period of 60 days beyond the contractual period.

- c) EMD of all the unsuccessful bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract (**Annexure 5**).
- d) EMD of all the successful bidders i.e. L1 bidder and the bidders who agree to the L1 rate, shall be kept up to 6 months of signing of contract by the L1 bidder.
- e) Performance Security of the successful bidder shall be returned within 60 days of successful completion of the contract period.
- f) Firms/ Agencies registered under SSI/ MSME are exempted from paying EMD. But, the proof of the same needs to be submitted along with the technical proposal.

## **2.6 Payment & Price Validity**

- a) The Agency shall be paid on monthly basis as per the contracted rate. The price shall be all-inclusive including the cost of manpower and management.
- b) While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as minimum wages, EPF, ESI, etc. for the previous month. **All disbursements to the manpower deployed shall be made only through direct bank credit by opening a Bank Account.**
- c) The Service Charge as quoted by the Agency (as per **Annexure 3**) shall remain unchanged during the contract period.
- d) GST, if any, shall be paid at the applicable rate.

## **2.7 Period of Engagement**

- a) The engagement shall be for a period of **three years** from the date of actual operation (beginning of service) or signing of contract, whichever is later.
- b) The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.



- c) The agency shall sign the contract (Format given in **Annexure 5**) and start providing services (actual engagement of personnel) within 21 days of issue of Letter of Award/ Intimation as per the instructions provided below -.

<b>Acceptance of Award and Submission of Performance Security</b>	<b>Issue of Work Order</b>	<b>Provide pool of personnel for selection</b>	<b>Deployment for work</b>
Within 7 days from the issue of Letter of Award/ Intimation	Within 4 days from the acceptance of the award	Within 7 days from the submission of signed Work Order	Within 3 days from the receipt of pool of personnel for selection

## **2.8 Termination /Suspension of Agreement**

- a) The contract can be terminated at any time prior to its completion by either Party with 2 months of notice period.
- b) NCSCM may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
- (i) Shall specify the nature of failure, and
  - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) NCSCM after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the service provider reasonable opportunity of being heard -
- (i) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as NCSCM has subsequently approved in writing.
  - (ii) If the service provider becomes insolvent or bankrupt.
  - (iii) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or
  - (iv) If, in the judgment of NCSCM, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.



## 2.9 Detail of Office Premises

- a) Total indoor floor area including office rooms, common area, halls, reception/ waiting area, store, restroom, toilet, security room, approach roads, etc. is **1.50 Lakh sq. ft. (approximately)**.
- b) Total outdoor area including road, parking space, etc. is **45,000 sq. ft (approximately)**.
- c) The total area to be covered for gardening is **20,000 sq. ft. (approximately)**.
- d) Bidders are requested to visit the premises of NCSCM to assess the actual floor area, outdoor workload including internal road, lawn, parking area, rest shed, etc., to assess the actual area to be covered and the quantum of work preferably on the day of the pre-bid meeting.

## 3. Instructions to Bidders

### 3.1 Submission of the Proposal

- a) The proposal shall be submitted in a sealed envelope with clear inscription as **“PROPOSAL FOR PROVIDING HOUSEKEEPING AND GARDENING SERVICES, RFP REFERENCE NO. NCSCM/ IOC/ .....”** on top of it before due date & time.
- b) The Proposal shall be in two parts i.e. Cover-A and Cover-B. “Cover-A” shall contain the Technical Proposal and “Cover-B” shall contain the Financial Proposal.
- c) Technical and Financial Proposal shall be submitted separately in sealed covers with clear inscription as **“TECHNICAL/ FINANCIAL PROPOSAL; RFP REFERENCE NO. NCSCM/ IOC/.....”** on top of the respective covers and both the sealed envelopes shall be sealed in a third envelop with required inscription on it as mentioned in Clause (a) above.
- d) **The Proposal shall remain valid for a period not less than 90 days after the last date of submission of RFP.**

### 3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
  1. All the information, documents and clarifications as required under **Annexure 2 & ToR.**
  2. EMD (in form of DD/PO/FDR/ BG).



3. Copy of the RFP Document signed on every page by the duly authorized Signatory.
  4. Authorization Certificate issued by the Agency for the Signatory signing the documents submitted to NCSCM for this Tender.
- b) The Financial Proposal shall be submitted in the format given in **Annexure 3**.

### **3.3 Evaluation and Selection**

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) The minimum qualifying score in technical evaluation shall be 50 marks out of 100 marks and the financial proposals of the bidders who secure the minimum 50 marks shall be opened. Format for technical evaluation is given in **Annexure 4**.
- d) Financial proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

National Centre for Sustainable Coastal Management  
Anna University Campus,  
Chennai-600025

**Date of Opening of financial proposals shall be communicated to the technically qualified bidders.**

- e) For financial evaluation, Service Charge (**Col.7 of Annexure 3: Financial Proposal**) shall be considered.

### **3.4 Award of Contract**

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest Service Charge (in percentage).
- b) In case two or more technically qualified bidders quote the same lowest Service Charge (in percentage), the bidder with the higher mark in the technical evaluation shall be awarded the contract.
- c) In case two or more technically qualified firms having same technical scores quote the same lowest Service Charge (in percentage), the firm having the



- highest average annual turnover in last 3 Financial Years i.e. 2016-17, 2017-18 & 2018-19 among the lowest bidders shall be awarded the contract.
- d) NCSCM shall empanel other responsive bidders who agree with the L1 rate upon request by NCSCM.
  - e) In case the lowest (L1) bidder is disqualified after selection for any reason or does not sign the contract, then, L2 bidder (based on original ranking) shall be issued with the Letter of Award, subject to the condition that he has already been empanelled upon his acceptance of the L1 rate as mentioned at Point No. (d) above.
  - f) In case this L2 bidder does not sign the contract, then, NCSCM may go to the next ranked bidder/ s if he/ they has/ have already been empanelled upon his/ their acceptance of the L1 rate as mentioned at Point No. (d) above.
  - g) However, the decision of the appropriate authority shall be final during the overall selection process.
  - a) Any effort by a bidder to influence NCSCM in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
  - b) Any legal dispute arising out of this is subject to Chennai jurisdiction only.

#### **4. Special Conditions of Contract**

- a) The deployed Staff must be skilled and competent with requisite physical fitness.
- b) The deployed Staff should carry out the works assigned to them with due sincerity, diligence, efficiency & punctuality.
- c) The personnel deployed by the Agency should not have any Police records/ criminal cases against them.
- d) NCSCM may advise the Agency to disengage any of its staff from service, with 24 hours of prior intimation, in case the management of NCSCM found any negligence on the part of that particular staff.
- e) The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- f) In case of any damage/ pilferage caused to the property of NCSCM due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill.



- g) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- h) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and NCSCM shall not be liable for any payment on account of compensation. The Agency has to provide a copy of the insurance document within one month after deployment of manpower.
- i) The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to NCSCM or any other statutory authority.
- j) The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to NCSCM with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to NCSCM, as and when sought for.
- k) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and NCSCM shall provide TDS certificate to the Agency.
- l) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. and NCSCM shall have no liability in this regard.
- m) NCSCM shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, NCSCM shall be made a party to it in case of any dispute arising out of such non-compliance.
- n) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, NCSCM shall debit the Agency the value proportionate to the extent of default/ non-compliance and may impose a penalty of equivalent value.
- o) NCSCM shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- p) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed/ contractual employees of NCSCM during the currency or after expiry of the Contract. **It is to be**



explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.

- q) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in NCSCM. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- r) The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- s) The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of NCSCM.
- t) The Agency shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- u) The Agency shall intimate NCSCM the name, residential address, age, etc. of each of the persons deployed by him and provide a copy of a valid Government issued ID card for each person as a proof
- v) The personnel of the Agency shall be subject to security check and restrictions imposed from time to time by NCSCM.
- w) The Agency shall under no circumstances engage any child or any person below the age of 18 for the performance of the work under this contract.
- x) Manager [Admin/HR] of NCSCM or any other Officer nominated by NCSCM from time to time will be the Officer in Charge (O-I-C) of NCSCM to oversee the entire operation of the Agency. The Agency shall execute the whole and every part of the work in accordance with the direction & supervision of the O-I-C and in conformity with the terms & conditions of the contract.
- y) The Agency shall not assign or subcontract the work in whole or in part to anybody else.



- z) The Agency has to submit a detailed report to the O-I-C on the method of operation for each maintenance work.
- aa) Safety of the manpower deployed shall be taken care of by the Agency and necessary safety tools & gadgets shall be provided by the Agency. The Agency shall also adhere to the safety procedures while on duty.
- bb) The Agency shall maintain Attendance Registers for all the services deployed at NCSCM and submit the same to the O-I-C everyday for verification. In addition, the Agency is also required to register the manpower deployed in the Biometric Attendance System maintained at NCSCM.
- cc) The deployed staff shall be provided places for taking their lunch during lunch break. No refreshment shall be provided by NCSCM.
- dd) The deployed shall not accept any job directly from any of the NCSCM staff. They will strictly follow the instructions of the O-I-C.
- ee) The Agency shall make necessary arrangements for first-aid facilities to its staff deployed at NCSCM. The Agency shall also make necessary arrangements for the transportation of the deployed staff to the hospital during emergencies.
- ff) It shall be the sole responsibility of the Agency to prevent theft or damage to the life, property and/ or assets (both movable & immovable) of NCSCM by the staff deployed by the Agency. If there is any loss, to NCSCM or to a particular person, on account of dishonesty, inconvenience and/ or due to any such cause attributable to such deployed staff, the Agency shall make good the loss to NCSCM or to the concerned person

## 5. Penalty Clauses

5.1 In case the contractor fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, NCSCM reserves the right to impose the penalty as detailed below:

- a) 2% of cost of order/ agreement per week, up to 2 weeks delay.
- b) After 2 weeks delay, NCSCM reserves the right to cancel the contract, withhold the agreement and get this job be carried out from the L2 bidder (based on original ranking), subject to the condition that he has already been empanelled upon his acceptance of the L1 rate as mentioned at Point No. 3.4 (d) of this RFP document.
- c) In case this L2 bidder does not sign the contract, then, NCSCM may go to the next ranked bidder/ s if he/ they has/ have already been empanelled upon his/ their acceptance of the L1 rate as mentioned at Point No. 3.4 (d) of this RFP document.



d) If the next ranked bidder/ s does/ do not accept/ fails to commence/ execute the work as stipulated in the agreement, then NCSCM reserves the right to cancel the contract, withhold the agreement and get this job to be carried out from contractor (s) from open market at the competitive rates.

e) The defaulting contractor/ bidder (s) may be blacklisted for a period of 2 years and the differential amount, if any, shall be recovered from the contractor/ bidder (s) by forfeiting the Performance Security/ EMD deposited by the contractor/ bidder (s). The defaulting bidder for the purpose of this clause does not include a bidder who has not accepted the L1 rate. However, the decision of the appropriate authority shall be final during the overall process.

5.2 Any time within 6 months from the start of the contract, if the contractor fails to execute the work or abide by the terms and conditions stipulated in the contract/ agreement, NCSCM shall follow the same principles mentioned at 5.1 (b), (c), (d) & (e) above. However, the decision of the appropriate authority shall be final during the overall process.

5.3 For any breach of contract, NCSCM shall impose a penalty @Rs.500/- per day on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of NCSCM in addition to the expenditures incurred by NCSCM for getting the work done through some alternative arrangements.

5.4 If the lapse is repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities -

a) If the personnel working are not found in proper uniform and not carrying their photo identity cards.

b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.

c) If the behavior of the deployed personnel (s) are found to be discourteous to any official of NCSCM.

d) If any person is found performing duty by submitting a fake name and address.

e) If any person is found on duty other than that mentioned in the approved list provided by the Agency to NCSCM.

5.5 In case of any loss/ theft of NCSCM's property or property of the employees/ staff of NCSCM (Direct and Indirect) or stains on the floor/ wall, NCSCM will consider



the circumstances and if the responsibility is fixed on the Agency, NCSCM will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Agency or next month's bill of the Agency in one or more installments.

5.6 If the Agency could not provide the required services as per the terms of the contract, Liquidated Damage @0.5% of annual value of the contract will be deducted for every day of deficiency in performance subject to a maximum of 10% of the annual value of the contract. This will be in addition to the recoveries for non-performance of contract term as stipulated in Clause No.5.1, 5.2, 5.3 & 5.4.

## **6. Dispute Resolution Mechanism**

- a) All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.
- b) The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and 2015 amendments. The arbitral tribunal shall comprise of 1 (- sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.
- c) All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

## **7. Governing Law**

This RFP shall be governed by and interpreted in accordance with the laws in force in India.

## **8. Force Majeure**

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

**ANNEXURE 1: Job Specification for House Keeping and Gardening Service**

Sl. No.	Particulars	Scope of Services	Frequency
1.	Working area at NCSCM Building (including laboratories)	a) Floor cleaning (sweeping, vacuuming and wet mopping) b) Cleaning and dusting of furniture, fittings, office equipments, windows (frames, panels & glasses), ceilings, walls, Air Conditioners ducts & pipes and other office equipments	Once a Day (8 A.M.) and also as & when necessary  Air Conditioners ducts & pipes (once a week) and also as & when necessary
2.	Corridor, Terrace, Staircase, Rails, Reception and other common areas	a) Floor Cleaning (sweeping, vacuuming and wet mopping) b) Cleaning and dusting of furniture, windows (frames, panels & glasses), ceilings, walls and office equipments	Once a Day (8 A.M.) and also as & when necessary
3.	Auditorium, Convention Hall, Conference Hall, Lobby, Lift and Security Room	a) Floor Cleaning (sweeping, vacuuming and wet mopping) b) Cleaning and dusting of furniture, windows (frames, panels & glasses), ceilings, walls and office equipments	Once a Day (8 A.M.) and also as & when necessary
4.	Store Room, Tool Room, Electrical Room, Computer Room, STP, Chiller room, etc.	a) Floor Cleaning (sweeping & vacuuming) b) Wet mopping c) Cleaning and dusting of furniture, windows (frames, panels & glasses), ceilings, walls and office equipments	Once a Day (8 A.M.) and also as & when necessary
5.	Toilets/ Rest Rooms	a) Cleaning of all toilet bowls, pans, urinals, washbasins and any	Four times a Day (8 am, 12 pm, 4 pm & 7



Sl. No.	Particulars	Scope of Services	Frequency
		<p>other porcelain components using detergent solution</p> <p>b) Floor to be cleaned using disinfection and cleaning agents (permitted grade), mopped and wiped dry</p> <p>c) Cleaning, dusting and wiping of toilet walls, ceiling, pipes, mirrors and other fittings</p>	<p>pm) and also as &amp; when necessary</p>
6.	<p>Maintenance of outdoor area (including Roads, Garden, drains.)</p>	<p>a) Sweeping and cleaning of the entire campus</p> <p>b) Cutting of bushes, pruning of trees, cleaning, leveling, etc.</p> <p>c) Spraying of insecticides, rodenticides, pesticides and larvicides for removal of flies, mosquitoes, rodents and pests from the premises</p> <p>d) Collection of garbage (indoor &amp; outdoor) on daily basis and disposal of the same in the designated locations for collection by NCSCM</p> <p>e) Removal/ cleaning periodically of weeds, shrubs, plant growth/ roots in the buildings, manholes, chambers, gully tapes, gutters, sewer lines</p>	<p>a) Daily (prior to 9 A.M.) and also as &amp; when necessary</p> <p>b) Weekly and also as &amp; when necessary</p> <p>c) Weekly and also as &amp; when necessary</p> <p>d) Weekly and also as &amp; when necessary</p> <p>e) At least once in a quarter and as &amp; when necessary</p>



**ANNEXURE 2: Profile of the Bidder**

**(To be furnished along with the Technical Proposal: Cover "A")**

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be furnished)	(NGO/ Partnership Firm/ Company/ Others)  Date of Incorporation/ Registration .....
3.	Name, designation, contact no. and address of the contact person/ local representative	
4.	Years of experience in similar line of activity along with the list of clients to whom similar service has been provided in last three years i.e. 2016-17 to 2018-19 (Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished)	1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contact Status (Completed/ Ongoing)
5.	Registration/ empanelment details with different authorities	(i) Authority (s):  (ii) Date (s) of Registration:
6.	Number of field level staff engaged at the client locations to render similar services during last 3 years i.e. 2016-17 to 2018-19 (Refer Eligibility Clause 2.1 f)	1. Supervisory Staff (Field) 2. Service & Support Staff Self-attested copies of EPF and ESI returns to be furnished.
7.	Financial position for last three financial years i.e. 2016-17, 2017-18 and 2018-19	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.

**Note:**

**(i) Information to be furnished in separate sheet wherever necessary.**

**(ii) In case of documents, they shall be self attested photocopies.**

Date:

Place:

**Authorized Signatory**



### ANNEXURE 3: FINANCIAL PROPOSAL

Name and Address of the Bidder:

Price Details:

Sl. No.	Manpower Type	Minimum Take-Home Remuneration	EPF	ESI	Other statutory dues (including Bonus), if any	Service Charge (%)	GST (%)	Remarks
1	2	3	4	5	6	7	8	9
1.	Housekeepin Supervisor	As per Minimum Wage Notification of Govt. of India	As Applicable	As Applicable	As Applicable			
2.	Housekeeping Staff							
3.	Gardener							
4.	Gardening Staff							

**Note:**

1. Minimum Wages under different categories as per Govt. of India Notification shall be considered. However, if the Minimum Wages vary with those as per State Government or District Collectorates, the highest Minimum Wages among the different Authorities shall be considered for each of the categories. Whenever the minimum wages get revised, the revised rates shall be applied under this contract from the effective dates as per the Notifications.
2. Pl. mention the % of GST as applicable and on which charges it is applicable. However, rate of GST is subject to change and shall be paid as per the prevalent rate at the time of payment.

Date:

Place:

**Authorized Signatory**

(Signature and seal of the authorized signatory)





**ANNEXURE 4: FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL**

<b>Name &amp; Address of the Bidder:</b>				
(For office use only)				
<b>Sl. No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>	<b>Marks Obtained</b>	<b>Remarks</b>
1.	<b>Constitution of the Applicant:</b> a) Registered Company (Public/ Private): 10 Marks b) Society/ Partnership Firm/ Others: 5 Marks	10		
2.	<b>Years of Business Experience:</b> a) Between 3 to 5 Years: 10 marks b) Above 5 Years: 15 marks c) Above 7 Years: 20 marks <b>(To be calculated from the date of incorporation/ registration)</b>	20		
3.	<b>Market Presence (Years in Chennai):</b> a) 1 Year to 2 Years: 5 mark b) Above 2 Years and up to 5 Years: 8 marks c) Above 5 Years: 10 marks	10		
4.	<b>Clientele (Govt./ Semi-Govt. Organization/ PSU/ Corporate Body/ Hotel/ Public Park):</b> <b>(Last three years i.e. 2016-17 to 2018-19)</b> a) 1 no.: 5 marks b) 2 to 5 nos.: 8 marks c) Above 5 nos.: 10 marks	10		
5.	<b>Past Work Done:</b> <b>(During the last three years i.e. 2016-17 to 2018-19, subject to a minimum of Rs.30 Lakh per assignment)</b> a) 1 no.: 10 marks b) 2 to 5 nos.: 15 marks c) Above 5 nos.: 20 marks	20		
6.	<b>Nos. of field staff employed in Chennai:</b> <b>(Any time during the last three years i.e. 2016-17 to 2018-19, subject to a minimum of 75 nos.)</b> a) Between 75 to 100 : 10 marks b) Between 101 to 150: 15 marks c) Above 150: 20 marks	20		
7.	<b>Annual Turnover:</b> <b>(During the last three years i.e. 2016-17 to 2018-19, subject to a minimum of Rs.30 Lakh in any one of these 3 years)</b> a) Rs.30 Lakh & Above: 5 marks b) Above Rs.60 Lakh : 8 marks c) Above Rs.100 Lakh : 10 marks	10		
<b>Total</b>		<b>100</b>		



## ANNEXURE 5: FORMAT FOR AGREEMENT

1. An agreement made this.....day of , 2019 BETWEEN **National Centre for Sustainable Coastal Management (NCSCM)**, Anna University Campus, Chennai-600025 (hereinafter called "**1st Party**") of the one part AND **<insert name and address of the service provider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2<sup>nd</sup> Party has been selected by NCSCM through an open tender issued vide Reference No.....dated 07.11.2019, and accordingly the letter of award was issued vide No..... dated..... inviting to execute the contract.
3. And whereas the 2<sup>nd</sup> Party agreed to provide facility management services in the registered office premises of NCSCM at Chennai, as per the provisions in the RFP document.
4. And whereas the 2<sup>nd</sup> Party has deposited the performance security of Rs..... (Rupees ..... ) only vide Demand Draft/ Pay Order No. dt. ....
5. **The contract will come into force w.e.f. xx.xx.xxxx.**
6. The contract is for a period of **three years**.
7. The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.

### **NOW THESE PRESENT WITNESSES AS FOLLOWS:**

8. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) RFP Terms of Reference;
  - b) Submissions and Declaration as part of the Proposal submitted;
  - c) Notification of Award issued by the Authority;
  - d) Special Conditions of Contract
9. In consideration of the payments to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party to provide the agreed Services in all respects as per the provisions of this Contract.
10. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed facility management services, the Contract Price or



such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

11. The description of the services to be rendered by the 2<sup>nd</sup> Party under this contract and their prices as offered by the 2<sup>nd</sup> Party and accepted by the 1<sup>st</sup> Party are as under:

**<Insert the price bid submitted by the Agency>**

### **11. Price**

11.1 The quoted Service Charge shall remain unchanged during the contract period.

11.2 GST shall be paid on the monthly fees/ charges at the rate as applicable.

### **12. Payment**

12.1 The payment shall be made to the 2<sup>nd</sup> Party on monthly basis.

12.2 While the bill for 1<sup>st</sup> month shall be paid after submission of bill for the month, payment from the 2<sup>nd</sup> month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.

12.3 In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.

12.4 The 2<sup>nd</sup> Party shall submit the monthly bill within 1<sup>st</sup> week of the following month.

### **13. Dispute Resolution Mechanism**

13.1 All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.

13.2 The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and 2015 amendments. The arbitral tribunal shall comprise of 1 (sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.

13.3 All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.



**14. Governing Law**

This RFP shall be governed by and interpreted in accordance with the laws in force in India.

**15. Force Majeure**

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

**16. General**

16.1 In the event any of the terms stated herein is contrary to any previous understandings, commitments or agreements whether written or oral between the parties, the terms of this agreement shall prevail.

16.2 Nothing in this agreement confers or purports to confer on any third party any benefit or right to enforce any term of this agreement.

16.3 The Service Provider's relationship with the Client is that of an independent Service Provider and nothing in this agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship. The Service Provider will not be entitled to any of the benefits which the Client may make available to its employees.

**For and on behalf of the Agency**

**For and on behalf of NCSCM, Chennai**

**Authorized Signatory**

**<Authorized Signatory>**

**<Name and Address of the Agency>**

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

**ANNEXURE 6: FORMAT FOR BANK GUARANTEE  
FOR EMD  
[Ref. Para 2.5 (a)]**

To

The Director  
National Centre for Sustainable Coastal Management (NCSCM),  
Anna University Campus,  
Chennai-600025

Whereas..... (hereinafter called the "tenderer") has submitted their offer dated..... for providing **Housekeeping and Gardening Services** (hereinafter called the "tender") against the purchase's tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of ..... having our registered office at ..... are bound unto ..... (hereinafter called the "purchaser") in the sum of ..... for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this ..... day of .....2019.

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/ execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

We ..... the .....Branch.....undertake not to revoke the guarantee during its currency expect with the previous consent of the



NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM),  
Chennai in writing.

We the .....Branch..... further  
agree that a mere demand by NATIONAL CENTRE FOR SUSTAINABLE COASTAL  
MANAGEMENT (NCSCM), Chennai is sufficient for us .....  
Branch at Chennai to pay the amount covered by the Bank Guarantee without  
reference to the said Agency and protest by said Agency cannot be valid ground for  
us ..... Branch to decline payment to NATIONAL CENTRE  
FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai.

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Banks and address of the Branch



**ANNEXURE 7: FORMAT FOR BANK GUARANTEE  
FOR PERFORMANCE SECURITY  
[Ref. Para 2.5 (b)]**

To

The Director  
National Centre for Sustainable Coastal Management (NCSCM),  
Anna University Campus,  
Chennai-600025

WHEREAS..... (name and address of the Service Provider) (here in after called "the Service Provider") has undertaken, in pursuance of contact no.....dated..... to provide **Housekeeping and Gardening Services** (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the .....day of .....20.....

We the .....Branch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai in writing.



We .....Branch..... further agree that a mere demand by NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai is sufficient for us ..... Branch at Chennai to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us ..... Branch to decline payment to NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Banks and address of the Branch