

# KERALA STARTUP MISSION

TENDER NO: KSUM/432/2020/01

## **TENDER FOR PROVIDING HOUSEKEEPING SERVICES IN The facility of Kerala Startup Mission at 3<sup>rd</sup>,4<sup>th</sup> and 5<sup>th</sup> Floor of C-DAC Building at Technoprk Campus**

15/12/2020

### **PART I - PREQUALIFICATION CUM TECHNO COMMERCIAL BID**

**Kerala Startup Mission  
Thejaswini Building, Technopark Campus,  
Trivandrum-695581**

## 1. NOTICE INVITING e-TENDER

### 1.1 Preamble

The space at 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floor of C-DAC Building at Technopark campus, Thiruvananthapuram has been furnished by the Kerala Startup Mission and converted as an Electronics Accelerator/Scale up space. The facility includes incubation space, scaleup space, conference/meeting rooms, future lab, etc in addition to the general utility like reception, lobby, office, washrooms, parking etc.

### 1.2 e-TENDER No:

e-Tenders are invited from eligible Contractors for the following work

Name of Work : PROVIDING HOUSEKEEPING SERVICES at the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floor of C-DAC Building at Technopark campus converted an electronic Accelerator

Earnest Money Deposit : Rs 10,500/- [*This shall be remitted in line with the Online payment feature stipulated*]

Cost of tender document : Rs.1600/- [*This shall b remitted in line with the online payment feature stipulated*]

Last date for submission of tender : Upto 5.00 p.m 15-11-2020

Date of opening of e-Tender : 11.00 AM 04<sup>th</sup> Jan 2021

Date and Venue of Pre bid meeting : 10 AM on 22<sup>nd</sup> December 2020 at Kerala Startup Mission, G3B, Thejaswini, Technopark Campus, Thiruvananthapuram

Date of closing of e-Tender : 06.00 PM 31<sup>st</sup> December 2020

Date: 15<sup>th</sup> December 2020  
Kerala Startup Mission, Trivandrum

### 1.3 Minimum Eligibility Criteria

The bidders should meet the following minimum eligibility criteria.

- a) The bidder should be a well-established Housekeeping/Facility service provider minimum 1 years' experience in providing exclusive housekeeping services.  
*(Scanned copies of documentary evidence for these eligibility criteria shall be submitted online with the e-tender)*
- b) The Bidder should also have ESI and EPF registrations in Kerala. *(Scanned copies of documentary evidence for this eligibility criteria shall be submitted online with the e-tender)*
- c) The bidder should have valid PAN and GST registration*(Scanned copies of documentary evidence for this eligibility criteria shall be submitted online with the e-tender)*

Note: Hard copies are not required to be submitted.

# Pre-Qualification Document

## 2. PROFORMA FOR PRE-QUALIFICATION

NATURE OF SERVICE CONTRACT: HOUSE KEEPING SERVICES

I. NAME OF THE FIRM : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

II. POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. TELEPHONE : \_\_\_\_\_

MOBILE : \_\_\_\_\_

E- MAIL : \_\_\_\_\_

FAX : \_\_\_\_\_

IV. DETAILS OF THE FIRM: SOCIETY/PARTNERSHIP FIRM/ COMPANY

(Attach copy of relevant document such as certificate of registration etc.)

\_\_\_\_\_

V. TOTAL NUMBER OF STAFF EMPLOYED:

VI. DETAILS OF PREVIOUS ASSIGNMENTS DURING THE LAST 1 YEARS

Sl.No	Name and Address of the Client	From	To	Number of staff engaged	Remarks

N.B: Attach Sheets if necessary

VII. NAME OF YOUR BANK WITH: \_\_\_\_\_

ADDRESS, Account Name. : \_\_\_\_\_

Account No.,IFSC : \_\_\_\_\_

VIII. DETAILS OF STATUTORY REGISTRATION (Attach copies)

- PF. No. (Should have registrations in Kerala) :
- ESI Code No. (Should have registrations in Kerala) :
- Contract Labour Registration No. :
- Company /Society/Partnership /Registration No :
- PAN No.
- GST Registration No. :
- Others :

IX. DETAILS OF LICENCES OBTAINED :

X. QUALITY CERTIFICATIONS IF ANY:

I/We hereby certify that the details given above are correct to the best of my/our knowledge and belief. I/We also understand that in case any information has been concealed or information provided is not factual our request for pre-qualification will be rejected without assigning any reason therefore.

I/We have no objection to Kerala Startup Mission contacting our Clients and Bankers for reference.

Place: Signature:

Date: Name:

Seal: Designation

### 3. INSTRUCTIONS TO TENDERERS

**Tenderers are strongly advised to visit the facility of Kerala Startup Mission at C-DAC Building, Technopark Campus, Thiruvananthapuram for getting information in the location.**

#### 3.1 e- TENDERING GUIDELINES

Kerala Startup Mission is a Government of Kerala Undertaking under the administrative control of Department of Information Technology, Government of Kerala. Government of Kerala has decided that the tenders floated by various Public Sector Undertakings are to be switched over to e-Tendering system. Accordingly, Kerala Startup Mission also adopt e-tendering procedure.

Following Special instructions are being issued to the Vendors for the e-submission of the bids on line through the respective tender site:

- Bidders shall get themselves registered in the Kerala Government e-Procurement System through the portal <https://etenders.kerala.gov.in>
- Digital Signature certificate / registration of Class II/III has to be obtained from one of the authorized Certifying Authorities.
- The registered e-token should be used by the bidder only and should not be misused by others.
- Bidders may submit the bid documents online through the portal <https://etenders.kerala.gov.in>
- Bidders should login to the portal with the user credentials obtained during registration.
- Bidders can upload well in advance, the documents such as certificates, company credentials etc., under relevant option and these can be selected as per tender requirements and then sent along with bid documents during bid submission.
- Bidders can download the tenders from the portal and after downloading the same, the Bidder should go through them carefully and then submit the documents as required.
- Bidders have to upload the filled up price bid format available along with the respective tenders.
- In case any clarification is needed, this may be obtained online through the tender site, or through the contact details. Bidder should also take into account the corrigendum published, if any, before submitting the bids online.
- Bidders should keep ready the bid documents that have to be submitted as indicated in the tender schedule and they should be in PDF/xls. formats. If there is more than one document, they can be clubbed together.
- Bidder should make the EMD and Tender Fee payment through the online facility.
- Bidders shall read the terms & conditions and accept the same to proceed further to submit the bids.

- Bidders have to submit the tender document online well in advance before the prescribed time to avoid any delay or during the submission process.
- After the bid submission, a print out of the acknowledgement number, given by the e-tendering system should be kept as a record of evidence for online submission of bid for the particular tender.
- The Tender Inviting Authority would not be responsible for any sort of delay or other difficulties whatsoever faced during the submission of bids online by the bidders.
- The tendering system will provide a successful bid updation message after uploading all the bid documents & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details.
- The documents uploaded by the bidders should be digitally signed using the e-token of the bidder and then submitted.
- Bidder should log into the portal well in advance for bid submission so that the bid is submitted on time i.e. on or before the bid submission end time (as per Server System Clock). Bidder would be solely responsible for any such delay on their part.
- Maximum size of any single document that can be uploaded through the portal is 20 MB.
- Bidders should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all procedures of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- All the data being entered by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons during bid submission & also remains so until the time of bid opening. In short, the submitted tender documents become readable only after the tender opening by the authorized personnel.
- The interested bidders can enrol themselves on the portal <https://enters.kerala.gov.in> using the option “Click Here” to Enrol. This enrolment is free at this point of time. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in your name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital signature certificate can be obtained from the authorized Certifying Agencies, details of which are available in the web site mentioned above under the link Information about DSC. Please note that the same DSC can be used for participating in other e-tendering also. This is only a one time procedure and would normally be valid for 2 years.
- The portal <https://enters.kerala.gov.in> has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.
- Bidders may contact the above address and arrange for “Hands on Training”, if needed or also can obtain clarification over phone. We would request you to please obtain the DSC as above, familiarize with e-tendering process.

- The bidder should obtain the DSC as above, familiarize with e-tendering process.

### 3.2 GENERAL TENDER TERMS & CONDITIONS FOR e-PROCUREMENT

This tender is an e-Tender and is being published online for providing housekeeping services at the facility of Kerala Startup Mission at C-DAC Building, Technopark Campus, Thiruvananthapuram., The tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

#### A) Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

#### B) Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: 22.12.2020 at Kerala Startup Mission, G3B, Thejaswini Building, Technopark Campus, Thiruvananthapuram.
- iii. Publishing of Corrigendum: All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C) Documents Comprising Bid:

i) The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- a) Document 1 : Experience Certificate
- b) Document 2 : ESI & PF registration documents
- c) Document 3 : Company/ firm registration details
- d) Document 4 : Declaration
- e) Document 5 : Tender Document

Kerala Startup Mission doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii) The Second Stage (*Financial Cover or as per tender cover system*):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, tender document fees of Rs.1600/-and Earnest Money Deposit of Rs.10500 The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank



10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks\** will be shown. Here, Bidder may proceed as per below:

- a) *SBI Account Holders* shall click *SBI* option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) *Other Bank Account Holders* may click *Other Banks* option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

*\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/Contractor's bid will be evaluated only if payment status against bidder is showing “Success” during bid opening.

#### **E) SUBMISSION PROCESS:**

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

**It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

#### **3.3 EMD/BID Security**

The bid shall be accompanied by Earnest Money Deposit of Rs.10500/ - (Rupees Ten Thousand and Five Hundred only). This shall be remitted in line with the online payment feature stipulated.

E.M.D. may be forfeited,

- a) If a bidder withdraws his bid during the period of validity specified or refuses to accept the order.
  - b) If the successful bidder fails within the time limit to sign the contract document or fails to furnish the required bank guarantee.
- 3.4 E.M.D. will be refunded to the CONTRACTOR only after the submission of bank guarantee and execution of the agreement. All the deposits of E.M.D, Security Deposit will not bear any interest whatsoever.
  - 3.5 Income-tax and Surcharge on Income Tax at the rate prevailing at the time of payment on invoices raised by the Contractor.
  - 3.6 All statutory payments in connection with the employment of the Workmen & Employees State Insurance for this work will be borne by the CONTRACTOR at the prevailing rates. The

CONTRACTOR is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds, Employees State Insurance, PF etc. The CONTRACTOR will be responsible for the payment of wages not less than the minimum wages and compliance under the various enactments regarding the workers deployed by him. The CONTRACTOR shall maintain accident insurance (Group) for all employees employed by him in the facility who are not covered by ESI throughout the period of contract.

- 3.7 Kerala Startup Mission shall have the right to verify the compliance to the payment of minimum wages and statutory payments.
- 3.8 The deduction towards statutory deductions shall be changed if the Government revises the rate. Any tax omitted, to be deducted in any part of bill shall be deducted in the subsequent bills/final bill.
- 3.9 All the personnel employed by the CONTRACTOR should have PF and ESI registrations in Kerala. Necessary proof shall be produced at the office of Kerala Startup Mission authorities for verification. The rates quoted by the CONTRACTOR shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the CONTRACTOR for any reason whatsoever.
- 3.10 **The total monthly price quoted for housekeeping staff should be inclusive of all charges/cost ie. minimum wages (Basic, VDA etc.), reliever charges, service weightage, leave allowance, National/Festival Holiday allowance, washing allowance, supervision/ management charges, transport charges, accommodation expenses, overtime cost, bonus, gratuity, LWF, service charges, any other statutory charges, cost of consumables (cleaning materials),**
- 3.11 **The CONTRACTOR should attach Declaration in letter head duly signed and sealed by him along with the technical bid (*Annexure I*).**
- 3.12 After the opening of the financial bid and before award of the contract the lowest quoted bidder (L1) has to submit the monthly cost split up details of a janitress as per the format attached as *Annexure II*. The cost split up details should be in line with the amount quoted in the price bid (boq).
- 3.13 **Tenders quoting below the rates specified in the tender conditions or less than the minimum amount to be quoted in boq or amount not covering all the statutory payments will be summarily rejected.**
- 3.14 Period of validity  
The tender shall remain valid for acceptance for a period of 120 days from the date of submission of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender or fails to execute the contract within the period of validity, then the “Kerala Startup Mission” has the liberty to forfeit the said Earnest Money Deposit.
- 3.15 **The contract is for a period of Two Years.** However, Kerala Startup Mission reserves the right to cut short the contract period at any point of time by giving notice of one month.
- 3.16 Inspection of location

Every tenderer is expected to inspect the location of the proposed work and acquaint himself with

the site conditions, approaches, availability of facilities, geological and weather conditions etc. before quoting rates. The CONTRACTOR must go through all the specifications and other tender documents. The gist of the deployment details are mentioned as follows.

Building/Location	Approximate Sq.ft	No. of Toilets	Minimum Number of Housekeeping staff
3 <sup>rd</sup> 4 <sup>th</sup> & 5 <sup>th</sup> Floor of C-DAC Building of Technopark Campus, Thiruvananthapuram	57000	30	6
<b>Total</b>	<b>57000</b>	<b>30</b>	<b>6</b>

3.17 The number is as per the present requirement which will be enhanced according to the necessity.

3.18 Kerala Startup Mission reserves the right to conduct price negotiation with the lowest quoted bidder. The acceptance of a tender shall rest with the Kerala Startup Mission, who does not bind himself to accept the lowest quoted tender and reserves to it the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

3.19 On acceptance of the tender, the CONTRACTOR shall intimate the name of his accredited representative who would be responsible for taking instructions for carrying out the work.

3.20 Kerala Startup Mission's decision with regard to the quality of the services and workmanship will be final and binding.

#### 3.21 Payment Terms

The CONTRACTOR shall submit bills for every calendar month. Kerala Startup Mission shall have the sole authority to judge the performance of Services. Upon receipt of each bill, Kerala Startup Mission shall review it and if deemed to be in accordance with the agreement, Kerala Startup Mission shall approve said bill and payment shall be made to CONTRACTOR within fifteen (15) days from the receipt of correct bill by Kerala Startup Mission subject to bills being in complete shape with all necessary support documentation and in the accepted format. All the applicable taxes and duties will be deducted from the bills.

#### 4) SPECIAL CONDITIONS OF CONTRACT

##### 4.1 The scope of work

The specified area of work includes covered and uncovered area (including parking area, pantry area, toilets and common area) of the facility of Kerala Startup Mission at C-DAC, Building, Technopark Campus, Trivandrum. The detailed scope of work related to housekeeping is as follows:

##### 4.1.1 Activities and frequency of cleaning / sweeping of rooms/passages/toilets inside and outside buildings

Works Details

Frequency of Cleaning

Cleaning of the doors	As required
Removal of the Cobwebs	As required
Dusting of the verticals	Once in a week
Cleaning of Electrical Switches	Once in a week
Spot cleaning of the walls	Daily as required
Dusting of Windows	Once in a day
Cleaning of windows	As required
Scrubbing of the skirting	Once in a week
Dusting of other articles in the room	Once in a day
Wet mopping of the Floor	Daily as required
Dry mopping of the Floor	Daily as required
Dusting of the Furniture & Fixtures	Once in a day
Trash Removals	Daily as required
Emptying of Dustbins	Twice in a day
Cleaning of the Doormat	Once in a day
Cleaning of doors and windows in toilet	Once in a day
Scrubbing of the Urinals	Two times daily
Scrubbing of the sinks in toilets	Two times daily
Washing of Toilet walls and floor	Daily as required
Changing of the Urinal Cubes	As required
Changing of the air freshener cubes	As required
Cleaning of the Doormat	Once in a day
Wet Mopping of stairs	Daily as required
Dry Mopping of Stairs	Daily as required
Scrubbing of Stairs	Weekly once
Wet Mopping of Passage area	Daily as required
Dry Mopping of Passage area	Daily as required
Cleaning of roads and footpaths	Daily as required

#### 4.1.2 General activities

- a. Removal of paper, litter, garbage and packing material from all floors /rooms/pantry etc. and to be dumped in a dump yard outside the building
- b. Cleaning of window glass panes/ panels both sides, frames & air conditioning grills.
- c. Dry & wet mopping of Pantry & lobby area.
- d. Cleaning of planters
- e. Wet mopping/Dry mopping of Passenger/Goods lift
- f. Cleaning of shutters in the buildings
- g. Reception and lobbies to be mopped twice in a day or as and when required.
- h. Cleaning of Reception door and main entrance glass door and frames on both sides.
- i. Dry & wet mopping of main lobby area on regular intervals.
- j. Dry & wet dusting of glass partitions with glass cleaner.
- k. Dusting and cleaning of conference tables and chairs.
- l. Spot cleaning of carpets on regular basis as per prescribed maintenance instructions
- m. Cleaning of panel posters, painting, light fittings, furniture & fixtures etc.
- n. Scrubbing of staircase, lobbies and outside areas.
- o. Brasso polishing of brass/copper fixtures
- p. Cleaning of stagnated water and mud caused due to leakages

- q. Cleaning and maintenance of artificial plants.
- r. Cleaning of drains to prevent blockage
- s. Cleaning of staircase/parapet hand rails
- t. Cleaning of fire extinguisher
- u. Cleaning of food court as per the schedule
- v. Sorting and Segregation for solid wastes (Food, Plastic and Paper)
- w. Cleaning of any other movable/immovable items not specified above

4.1.3 Any emergency work in the area assigned to the CONTRACTOR such as cleaning of stagnated water due to pipe/drain leakages, rain, spillage etc. have to be done by the CONTRACTOR at no extra cost.

4.1.4 Any other similar services specified by Kerala Startup Mission from time to time shall be deemed to be a part of this Agreement.

4.2. The number of minimum housekeeping staff required including Supervisor shall be as specified by Kerala Startup Mission (Refer Clause 3.16 above). The Contractor has to deploy minimum 6 Janitress

4.3 The CONTRACTOR shall use only good quality of consumables (eg. Phenol, room freshener, air freshener for toilet, urinal cube, soap, Soap oil, acid, toilet bowl cleaner, shampoo, detergents, etc) for cleaning floors, bathroom, furniture, toilet bowl etc. The list of cleaning materials shall be got approved by Kerala Startup Mission before usage. The CONTRACTOR shall provide necessary cleaning tools like dry mop, wet mop, hard broom, soft broom, telescopic pole, cob web removing stick, glass wiper, toilet brush, dusting brush, cotton duster, dust pan, scrubbing brush, glass cloth, glass duster, floor cloth, mopping cloth, bucket, mug, putti blade, floor wiper, etc. at his own cost.

4.4 The CONTRACTOR shall ensure safety of his employees by providing gloves, face masks, safety shoes, etc. at his own cost.

4.5 The CONTRACTOR shall display safety/signage boards at the time of cleaning floors, ramps and staircases.

4.6 The total monthly price quoted should be inclusive of all charges ie. minimum wages (Basic, VDA, CCA, etc.), Reliever charges, Uniform allowance, Holiday allowance, Supervision charges, Machinery rental charges, transport charges, cost of consumables (cleaning materials) including GST.

4.6.1 The Contractor shall ensure that statutory employee deduction (ESI, EPF, KLWF and Professional Tax) of gross salary be at the rate specified by law.

4.6.2 The gross salary shall not be less than the minimum wages as specified by Govt of Kerala and does not include Employer's contribution to PF, ESI and LWF. However, the CONTRACTOR has the liberty to pay wages higher than the minimum wages to his personnel without incurring any additional cost to Kerala Startup Mission.

4.6.3 The Contractor shall comply all the provisions specified in Government of Kerala Notification G.O.(P) No.134/2015/LBR dated 16<sup>th</sup> September 2015.

- 4.7 The CONTRACTOR shall at his own cost provide suitable uniforms for the staff and shall be responsible for their proper maintenance of the same.
- 4.8 Hartal/Vehicle strike and any other holidays declared by Government shall not be applicable to the CONTRACTOR, which will not be considered as a reason for disruption in work. Holidays which are applicable to Kerala Startup Mission will not be applicable to the CONTRACTOR. Sundays will be holidays for them. Other holidays will be as prescribed by Kerala Startup Mission.
- 4.9 The rate quoted shall remain firm till the end of the contract and shall be deemed to include the salary of staff as per minimum wages act, as on the date of submission of bid, PF / ESI and other statutory benefits as may be applicable, overtime wages, leave wages, medical reimbursement, insurance, local transport and all allowances. The rate quoted should be inclusive of all taxes and duties including GST which will be payable by Kerala Startup Mission. The agency should also provide the GST registration number. However, if the Government revises the minimum wages the rate shall be revised upwards/downwards accordingly.
- 4.10 The employees engaged by the CONTRACTOR shall start work at 7.30 a.m and close work at 4.30 p.m. The CONTRACTOR shall ensure that the work undertaken by him is commenced and concluded on all days as per the scheduled time of the work of Kerala Startup Mission. The CONTRACTOR shall ensure strict punctuality of the housekeeping staff for duty. Any alteration in the shift timing shall be done only with the consent of the Kerala Startup Mission authorities.
- 4.11 The CONTRACTOR shall be responsible for making his own arrangements for attendance of his employees at the said premises and performance of their duties. The attendance registers shall be daily verified by the representative of Kerala Startup Mission. CONTRACTOR shall intimate in advance any leave or absence of duties of the housekeeping personnel. However, Kerala Startup Mission reserves the right to implement punching machines or alternate mechanism to monitor the attendance and duty hours of the staff deployed by the CONTRACTOR. The CONTRACTOR shall be held responsible if any employee of the CONTRACTOR is found not adhering to the instructions given by Kerala Startup Mission.
- 4.12 The CONTRACTOR's staff should not undertake any other job on contract of her own. The CONTRACTOR shall ensure that the staff deployed for Kerala Startup Mission shall not be engaged for any other work outside Kerala Startup Mission or for any other companies inside Kerala Startup Mission.
- 4.13 The Bio-data with photograph of all the housekeeping personnel to be deployed in ISC Building, Kerala Startup Mission premises shall be made available for verification and its approval shall be obtained from Kerala Startup Mission before the personnel are actually posted. The details of police verification and medical certificate shall be submitted along with the Bio-data.
- 4.14 The CONTRACTOR shall indemnify Kerala Startup Mission from all claims arising out of accidental death, injury etc. to the CONTRACTOR's personnel at the premises. The necessary insurance for the purpose will be arranged by the CONTRACTOR.
- 4.15 The CONTRACTOR shall ensure that the housekeeping staff posted by him will not have any

claim on Kerala Startup Mission by way of job, salary increase or any benefit and should acknowledge and communicate to the housekeeping staff that they are employees of the Contractor and not of the Kerala Startup Mission.

- 4.16 The CONTRACTOR shall not use the name of Kerala Startup Mission in any manner either for credit arrangement or otherwise and it is agreed that Kerala Startup Mission shall not in any way be responsible for the debts, liabilities or obligations of the CONTRACTOR and/or his employees.
- 4.17 The CONTRACTOR shall ensure that his employees, while on the premises of the Kerala Startup Mission or while carrying out their obligations under this agreement observe the standards of cleanliness, decorum, safety and general discipline laid down by Kerala Startup Mission or its authorized agents.
- 4.18 The CONTRACTOR shall ensure the availability of housekeeping staff posted by him at the premises and conduct surprise checks and shall take necessary action against the housekeeping staff for any fault or failure in performing their duty.
- 4.19 The CONTRACTOR shall have his representative available 24 hours either by person or by phone during or after office hours.
- 4.20 Only personnel with sound mental and physical health and with pleasing personality/ behaviour shall be employed for the work. The personnel employed by the Agency should have good physique and should be free from contagious/communicable diseases and should have normal vision. They should not have been involved in any Police/Criminal cases. The upper age limit of the personnel employed for the work shall be 60 years.
- 4.21 Kerala Startup Mission shall have the right to impose penalty/fine on the CONTRACTOR for any lapses from the personnel engaged by the CONTRACTOR or demand removal of any of the staff deployed and such personnel shall be removed and replacement provided within 24 hrs.
- 4.22 The CONTRACTOR shall pay Kerala Startup Mission an amount equivalent to a maximum of 10% of the total monthly quoted rate as penalty for lapse of duty or breach of any of the conditions stipulated in the contract. The percentage of penalty will be fixed by Kerala Startup Mission after considering the nature of the misconduct or lapse of duty or break in conditions as stipulated in the contract.
- 4.22.1. If the CONTRACTOR fails to provide the stipulated number of minimum manpower in any day or days as mentioned in Clause 4.2 above and incurs shortage the CONTRACTOR shall pay Kerala Startup Mission as penalty for that month an amount equivalent to a maximum of 10% of the total monthly rate as per contract in addition to the proportionate deduction for the absence.
- 4.22.2. If the CONTRACTOR fails to provide sufficient cleaning materials or if the cleaning materials supplied are not as per the specifications or quality provided by Kerala Startup Mission in any single day or days in a month, the CONTRACTOR shall pay Kerala Startup Mission as penalty for that month an amount equivalent to a maximum of 10 % of the total monthly rate as per contract.



- 4.23 Kerala Startup Mission reserves the right to terminate the contract by giving one month notice in writing if the CONTRACTOR is found habitually breaching the conditions or invites continuous penalties. Once terminated the CONTRACTOR will be black listed from participating Kerala Startup Mission Tender in future.
- 4.24 The payment will be made every month for which the CONTRACTOR shall submit bills with necessary supporting documents. The authorized person of Kerala Startup Mission shall verify the muster roll and materials/consumable register and the payment will be made only after evaluating the monthly performance of the CONTRACTOR. In case the number of employees is less than what specified by Kerala Startup Mission the CONTRACTOR shall be subject to penalty as mentioned in Clause 4.22.1 above in addition to the corresponding monthly deduction. Registers/Documents showing the quantity of usage of monthly consumables shall be got approved by the authorized personnel.
- 4.25 The salary of the Housekeeping staff deployed by the CONTRACTOR shall be disbursed only through any Nationalised/Scheduled bank. The CONTRACTOR shall ensure that proper salary/wage slips clearly showing the Gross salary and statutory deduction are given to all his employees at the time of monthly salary/wage disbursement.
- 4.26 The CONTRACTOR shall take adequate measures to strictly abide the provisions of the ‘Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013’. An Internal Complaints Committee shall be constituted as per the Act and appropriate actions shall be taken thereof.

## 5. CONDITIONS OF PERFORMANCE

CONTRACTOR confirms and assures that:

- 5.1 CONTRACTOR has the requisite skilled and qualified personnel to perform the services.
- 5.2 CONTRACTOR has inspected the premises and is familiar with the conditions related to performance of the services.
- 5.3 CONTRACTOR shall at all times ensure that the supply of know-how, Manpower, cleaning materials, cleaning equipment and machineries shall be adequate to satisfactorily undertake the scope of services without delay. CONTRACTOR shall provide necessary arrangements for transportation of man power, materials and machineries inside the campus.
- 5.4 CONTRACTOR shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of Kerala Startup Mission, and in good and professional manner and in accordance with sound industry practice.
- 5.5 CONTRACTOR shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care, diligence and judgment in performance of the services.
- 5.6 If CONTRACTOR fails to perform any of the services then Kerala Startup Mission has the undisputable right to claim damages and hire a third party to perform such services, and the incurred amount i.e. the additional amount payable to the third party by virtue of assigning

services until expiry date of Contract shall be recovered from any payment due to CONTRACTOR under the Contract.

- 5.7 CONTRACTOR shall notify Kerala Startup Mission as soon as CONTRACTOR knows of any difficulty in performing the services. If, at any time during the performance of the services, CONTRACTOR's actual progress is inadequate to meet the requirements of the Contract, Kerala Startup Mission may so notify CONTRACTOR who shall thereupon take such steps as may be necessary to improve its performance. If CONTRACTOR does not improve the performance to meet the approved and accepted schedule, Kerala Startup Mission may require an increase in overtime working hours, an increase in the number of manpower etc. all without any additional payment by Kerala Startup Mission to CONTRACTOR.
- 5.8 In the event that CONTRACTOR fails to progress the services in accordance with the accepted Schedule of work and thereby incurs Kerala Startup Mission additional cost and/or expense through the re-organisation and / or re-scheduling of dependant third party claims in consequence thereof, then to the extent that CONTRACTOR is at fault, CONTRACTOR shall reimburse all such direct and verifiable costs and expenses to Kerala Startup Mission and Kerala Startup Mission may deduct such sums from the value of any invoice submitted by CONTRACTOR or from any sums due or owing or which may become due or owing to CONTRACTOR.

## **6 GENERAL CONDITIONS OF CONTRACT**

### **6.1 Labour Rules**

In respect of all labour, directly or indirectly employed on the works by the CONTRACTOR, the CONTRACTOR shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 , Minimum wages Act 1948, Payment of wages Act 1936, Kerala Industrial Establishments National and Festival Holidays Act, 1958 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages welfare and safety for labour employed and for bonus, retirements benefits, retrenchment/lay off, compensation, and all other matters involving liabilities of Kerala Startup Mission to employees. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contract.

### **6.2 Accidents**

The CONTRACTOR shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to Kerala Startup Mission and the CONTRACTOR shall make every arrangement to render all possible assistance and aid to the victims of the accident. Kerala Startup Mission shall not be liable for, in respect of any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the CONTRACTOR or his sub-Contractors, and the CONTRACTOR shall indemnify and keep indemnified Kerala Startup Mission against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### **6.3 Provision of Workmen's Compensation Act**

The CONTRACTOR shall at all time indemnify and keep indemnified Kerala Startup Mission against all claims for compensation under the provisions of the Workmen's compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the CONTRACTOR in carrying out the contract and against all costs and expenses or penalties incurred in connection therewith. In any case in which, by virtue of the provisions of the said Act, if Kerala Startup Mission is obliged to pay compensation to a workmen employed by the CONTRACTOR in executing the works, Kerala Startup Mission shall recover from the CONTRACTOR the amount of the compensation with all the expenses so paid and without prejudice to the rights of Kerala Startup Mission under the said Act. Kerala Startup Mission shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by Kerala Startup Mission to the CONTRACTOR, whether under this contract or otherwise without prejudice to any other remedy that may be available to Kerala Startup Mission in law. Kerala Startup Mission shall not be found to contest any claim made against it under the said Act, except on the written request of the CONTRACTOR and upon his giving to Kerala Startup Mission full security for all costs for which Kerala Startup Mission might become liable in consequence of non-testing claim.

#### 6.4 Industrial Dispute

It is laid down that in case any industrial dispute has arisen or is apprehended between the CONTRACTOR and the employee/workmen, the CONTRACTOR is liable to see that the dispute is settled or to submit himself to legal proceedings arising out of such industrial dispute and Kerala Startup Mission shall not be liable or responsible, in any manner whatsoever, in this regard.

#### 6.5 Insurance

The CONTRACTOR shall take necessary insurance to cover the entire provisions of Workmen's Compensation Act and public liability and also in respect of any other person on account of accident at site.

#### 6.6 Labour

CONTRACTOR shall be responsible for the engagement, employment, transport, working and living conditions of personnel and in respect of all matters connected therewith. CONTRACTOR shall at all times during the continuance of this Contract conform in all respects to and carry out all obligations imposed on it by the provisions and requirements of the Employees Provident Fund (Miscellaneous Provisions) Act, 1952, Payment of Gratuity Act, 1952, Employment State Insurance Act, 1948, Maternity Benefit Act, 1961, Minimum Wages Act, 1923, Equal Remuneration Act, 1976, Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Contract Labour (Regulation and Abolition) Act, 1971, Kerala Industrial Establishments National and Festival Holidays Act and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India.

CONTRACTOR shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighbourhood of the site against the same.

Upon the outbreak of any strike or labour dispute involving any of CONTRACTOR's personnel

engaged on the services, CONTRACTOR shall forthwith give details thereof to Kerala Startup Mission. If any dispute arises between the contract labour/labour/employees and CONTRACTOR agency, Kerala Startup Mission will not be responsible in any manner. The CONTRACTOR shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract.

CONTRACTOR shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of CONTRACTOR, Kerala Startup Mission or of a third party, report such occurrence to the competent authority.

The CONTRACTOR shall engage his labour as per the provisions of relevant labour acts. In case the CONTRACTOR engages migrant labourers their data shall be verified by CONTRACTOR and police clearance certificate shall be submitted to Kerala Startup Mission.

The CONTRACTOR shall engage his labour as per the provisions of relevant labour acts. In case the CONTRACTOR engages migrant labourers their data shall be verified by CONTRACTOR and police clearance certificate shall be submitted to Kerala Startup Mission.

The age limit for employment of labour shall be in strict accordance with the existing labour rules. The CONTRACTOR shall maintain an attendance register of all those employed by him, on a daily basis. The registers shall be made available to Kerala Startup Mission for inspection as and when requested by Kerala Startup Mission.

#### 6.7 Conflict of Interest

CONTRACTOR shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services. Neither CONTRACTOR nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to Kerala Startup Mission detriment.

#### 6.8 Occupation and Use of Office Space

No land, building, or space belonging to Kerala Startup Mission or other agencies in the Campus shall be occupied by the CONTRACTOR except with the written permission of Kerala Startup Mission. The office space shall not be used or allowed to be used for any purpose other than for carrying out the work under this contract.

On expiry or termination of the contract either by default, the CONTRACTOR shall give vacant and peaceful possession of the office space and all sites to Kerala Startup Mission or an agency authorized by Kerala Startup Mission within 7 days of such expiry or termination of the contract.

#### 6.9 Safety and Co-operation with other agencies

The CONTRACTOR shall take all steps he is bound or otherwise to ensure safety of the office space and sites allotted to him, the said equipment, personnel, and all materials, tools and spares if any supplied by Kerala Startup Mission in connection with the performance of this contract.

The CONTRACTOR shall, at all times, endeavour to promote safe and healthy habits among his personnel. The CONTRACTOR shall take into account any suggestion, instruction or comment made by Kerala Startup Mission in this regard.

The CONTRACTOR shall not cause any disturbance, annoyance, nuisance, or damage to Kerala Startup Mission or other agencies or units in the Kerala Startup Mission Campus.

The CONTRACTOR shall not keep or allow to be kept any flammable/hazardous goods in the office space, sites or premises without adequate safety measures.

The CONTRACTOR shall indemnify, and keep indemnified, Kerala Startup Mission against all losses and claims for injuries or damages of any person or property whatever, which may arise out of or in consequence of his activity and against all claims, demands proceedings, damages, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

The CONTRACTOR shall co-operate with the work of other agencies or CONTRACTORS that may be employed or engaged by Kerala Startup Mission.

#### 6.10 Performance Evaluation

The CONTRACTOR shall submit himself to a performance audit by Kerala Startup Mission or an agency appointed by Kerala Startup Mission for this purpose, at such times and in such manner as Kerala Startup Mission may direct from time to time.

The CONTRACTOR shall, upon the recommendation by Kerala Startup Mission, take into account all recommendations and instructions of the performance audit agency and take all measures to meet the prescribed performance requirements.

#### 6.11 Force Majeure

If either party is prevented from or delayed in performing any obligation under this contract as a result of circumstances beyond its control, including, but not limited to Act of God, severe earthquake, typhoon or cyclone, flood, lightning, land slip, fire or explosions, plague or epidemic, war, riot, invasion, act of foreign enemies, hostilities ( whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or trade embargos by any public authority, it shall not be deemed to have committed a default or breach of conditions of this contract and the time for carrying out the activity thereby affected shall be extended for a reasonable period for which the work is actually affected due to such cases, provided it shall promptly notify the other of the details of the force majeure and the influence on its activity under this contract. The proof of the existing Force Majeure shall be provided by the party claiming it to the satisfaction of the other. Should either party be prevented from fulfilling the obligations provided for in the contract by the existence of cause of Force Majeure lasting continuously for a period of six (6) months, the parties hereto shall consult with each other in regard to the future implementation of this contract.

The contractual right and obligations covered under this contract shall not be assigned by either party without obtaining, in advance, the written consent of the other party hereto.

Kerala Startup Mission or CONTRACTOR may, if warranted by circumstances, waive any of its rights under this contract, but a waiver by either party of any of such rights in this contract shall not constitute a precedent, nor bind either party hereto, to a waiver of any succeeding breach of the same or any other term, provision or condition of the contract.

All communications and notices to be given by either party to the other in connection with the right and obligations of both parties hereto under or pertaining to this contract shall be made in the English language and if sent by post, they shall be by postage prepaid and registered mail and if confirmed by letter to addresses in the agreement.

The contract shall become effective upon and from the date of agreement by both the parties and shall remain valid till the agreed date unless terminated earlier according to the provisions of clause No. 6.13 or 6.14 below.

#### 6.12 Suspension of Work

Kerala Startup Mission may from time to time by written notice of suspension of work, order the CONTRACTOR to suspend all or part of the work for such period of time, and in such manner as it may deem appropriate for the convenience of Kerala Startup Mission. Upon receipt of such a notice, the CONTRACTOR shall forth with comply therewith and take all reasonable steps to minimize the incurrence of costs by way of the work covered by the notice during the period of work suspension, and shall provide proper care and protection of all related works and all material, spares, tools and equipment on hand.

#### 6.13 Termination for Default

Kerala Startup Mission may, without prejudice to any other rights or remedies provided by law or under this contract, by written notice of default to the CONTRACTOR, terminate this contract in whole or in part in any of the following circumstances:

- i. If the CONTRACTOR has been declared bankrupt, makes an assignment for the benefit of creditors or is in receivership.
- ii. If the CONTRACTOR repetitively fails to perform the work within the stipulated Period (or such longer period as Kerala Startup Mission may authorize in writing) after receipt of notice from Kerala Startup Mission specifying such failure.
- iii. If the CONTRACTOR has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular parts of the work is slow or has failed to execute the work in accordance with the terms and condition of this contract, or is persistently or frequently neglecting to carry out his obligations under the contract, then it shall be lawful for Kerala Startup Mission to terminate the contract forthwith under written notice and to proceed with work if the CONTRACTOR has done any work, which in the opinion of Kerala Startup Mission is substandard or inadequate. He shall be asked in writing to correct with the same to the satisfaction of Kerala Startup Mission. If the CONTRACTOR fails to comply with the above instructions immediately, then Kerala Startup Mission will have the right to proceed with the corrective work through other agency or agencies. Similarly, if the CONTRACTOR

goes slowly on any particular part or parts of the work Kerala Startup Mission shall have the right to execute such part or parts of the work through other agency or agencies, including it. Extra cost and expenses incurred by Kerala Startup Mission for carrying out such work shall be debited to the CONTRACTORS account and shall be recovered from any money due or that may become due to the contract without prejudice to any other remedy that may be available to Kerala Startup Mission in law.

#### 6.14 Termination for Convenience

Kerala Startup Mission shall have the right to terminate for its convenience all or portion of the work. Such termination shall be effected by delivery to the CONTRACTOR of a written notice of the termination for convenience specifying the extent to which works is to be terminated, the effective date of such termination and the actions to be taken by the CONTRACTOR in connection with the termination.

Upon receipt of a Notice of Termination for convenience, the CONTRACTOR shall forthwith comply therewith and take all the actions as instructed in the notice. The CONTRACTOR may submit to Kerala Startup Mission his termination claim, based on the work satisfactorily preformed to the data of termination. Such claim shall be submitted promptly, but not later than one month from the effective date of termination, such extension thereof as may be authorized by Kerala Startup Mission.

Kerala Startup Mission may without prejudice to any other rights or remedies provided by law or under this contract, if it is felt to the Kerala Startup Mission that the workers of the CONTRACTOR as per the contract are not satisfactory Kerala Startup Mission can terminate this contract in whole or in, part after giving a written notice of ONE MONTH.

In case of any misconduct or delay in discharging duties or if the performance is not found satisfactory, on the part of any personnel employed by the CONTRACTOR his service shall be terminated forthwith on intimation from authority of Kerala Startup Mission and the agency/CONTRACTOR shall provide substitutes immediately. Kerala Startup Mission reserves the right to terminate the contract during the currency of the project, if the performance of the CONTRACTOR is not found to be satisfactory or other reasons which they found is necessary in the interest of the company with an advance notice of one month. The CONTRACTOR will not be eligible for any compensation whatsoever for termination of contract as above.

In the event, Kerala Startup Mission terminated this contract in whole or in part as provided in para 2 or 3 under clause 6.14 above. Kerala Startup Mission may at its discretion, have the work thus terminated, performed by itself or by a third party. The CONTRACTOR shall continue the performance of the work to the extent not terminated under the provisions of the above clauses.

If the CONTRACTOR fails to perform the work or any portion of the works covered by this contract Kerala Startup Mission has the right to terminate this contract and engage another CONTRACTOR or make immediate alternative arrangement on the risk and cost of the CONTRACTOR and the CONTRACTOR is liable for all the resulting damages, costs, expenses difference in rates etc.

In case of any disputes arising out of the interpretation, operation, and enforcement of this agreement the same shall be referred to the sole adjudication of the Chief Executive Officer of Kerala Startup Mission who will be the sole Arbitrator and his decision on all such matters be final

and acceptable to all the parties of this contract.

I/we hereby agree to all the terms and conditions referred above.

Signature:

Name:

Name of the Company with Seal:



DECLARATION

1. I ..... Son/ Daughter of Shri..... Proprietor/ Partner/ Director/ Authorised Signatory of .....is / am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and here by convey my acceptance of the same.
3. The information / documents furnished along with the above tender are true and authentic to thee best of my knowledge and belief. I/ We/ am/are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law

Date-  
Place-

Signature of Authorised Person  
Full Name:  
Address:  
Company's Seal

N.B.: The above declaration in letter head, duly signed and sealed by authorised signatory of the company, should be enclosed with Technical bid.

*In Rs.*

Monthly rate per housekeeping staff (Inclusive of all Taxes including GST as applicable)	
Consumables (Inclusive of all)	
Total	