TENDER DOCUMENT

PRESS TENDER ENQUIRY

For

Providing House keeping services at NLC-Guest House, Block-25 Neyveli-3 for a period of 2 years

Tender No. 154/CGM/PR,EDN&CSR/GH-BL-25 /2016, Dt. 08.06.2016

Date & Time of Opening: 01.07.2016 at 15.00 Hrs. (IST)

OFFICE OF THE CHIEF GENERAL MANAGER,
PUBLIC RELATIONS DEPARTMENT
NEYVELI LIGNITE CORPORATION LTD.
(“A Navratna” - Government of India Enterprise)
Block – 25, Neyveli – 607 803,
Cuddalore Dist, Tamil Nadu, India.

Phone: 04142-252664 Fax: 04142-252257
E-mail: guesthouse@nlcindia.com, Web site: www.nlcindia.com

Registered Office: 135, E.V.R. Periyar Road, Kilpauk, Chennai-600 010
PRESS TENDER ENQUIRY

NOTICE INVITING TENDER (NIT)

Tender for: “Providing Housekeeping services” in NLC-Guest House, Block-25 for a contract period of minimum 2 years from the Date of commencement of services

1. Sealed Bids in English (One original and one identical copy) are invited by NEYVELI LIGNITE CORPORATION LIMITED, Public Relations Department, Neyveli for “Providing Housekeeping services in NLC-Guest House, Block-25 for a contract period of minimum 2 years from the Date of commencement of services”. The detailed specifications are given in the tender document.

<table>
<thead>
<tr>
<th>Tender Ref. No</th>
<th>EMD</th>
<th>Cost of Tender Document</th>
<th>Tender document sale period</th>
<th>Last date and time for receipt of bids</th>
<th>Date &amp; Time of Bid Opening (Part I)</th>
</tr>
</thead>
<tbody>
<tr>
<td>154/CGM/PR/GH/B1-25 Dated: 08.06.2016</td>
<td>Rs.</td>
<td>Rs.5,000/-</td>
<td>Up to 25.06.2016 17.00 hrs.</td>
<td>28.06.2016 Upto 14.30 hrs.</td>
<td>01.07.2016 at 15.00 hrs.</td>
</tr>
</tbody>
</table>

Note:

i) The detailed scope of the work is given in the Tender Document.

ii) For further details such as Qualifying Requirements, Scope of work, etc., please visit our website: www.nlcindia.com or contact Chief General Manager/PR,Edn.,&CSR NLC Ltd., Block-2, Neyveli – 607 803. Phone: 04142-252664 Fax: 04142-252257 E-Mail ID: guesthouse@nlcindia.com Web site: www.nlcindia.com

iii) Tender documents can be had from the above address on payment of cost of tender documents by Banker’s cheque / Demand Draft (DD) drawn in favour of the Director/Finance, NLC Ltd., Neyveli, payable at Neyveli or NEFT/RTGS mode to NLC’s Account No.10895129157 Beneficiary Name: NLC Ltd., Estt.A/c in State Bank of India, Branch, Neyveli Main (Branch code:0958) (IFS Code No. SBIN000958).

iv) The tender document may also be downloaded from our web site www.nlcindia.com during the tender document sale period. In such case, the cost of tender document shall be paid by way of Banker’s cheque / DD drawn in favour of NLC Limited, Neyveli, payable at Neyveli or NEFT/RTGS mode to NLC’s Account No.10895129204 Beneficiary Name: NLC Ltd., Estt. A/c in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN000958) and Banker’s cheque / DD / the remittance details
with UTR No. shall be furnished along with the bid in Part I failing which the offer shall be rejected.

The Bidder is to note that the Bank Commission charges will be to the account of the bidder and the net amount transferred to NLC’s account shall be equal to the cost of the Tender document.

v) Amendments /Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments /Errata / corrigendum / clarifications will be posted in NLC’s website. www.nlcindia.com. Bidders are requested to visit NLC’s website and note the amendments before submission of offer. Any ignorance on the part of the firms in not seeing the website will not be an excuse. NLC shall not be responsible if any Bidder omits to notice any amendments/Errata / corrigendum / clarification. Amendments /Errata / corrigendum / clarification will be numbered serially. The bidders are requested to sign all the Amendments / Errata / Corrigendum / Clarifications issued for the tender and enclose along with the bid as these form part and parcel of tender document.

2. Qualifying requirements

The Tenderers are required to satisfy and meet the following Qualifying requirements:

2.1. The tender is open to any single Bidder who can be an individual or a firm or a company and should have satisfactorily completed Housekeeping services for a Guest House run by any Government/quasi government/ Star Hotel for the value of the contract agreement(s) entered into as below during the three years immediately preceding the original scheduled tender opening date in the name in which the bidder applies for this tender. In one contract agreement/work order of completed value not less than Rs 25.00Lakhs (or) In two contracts agreement/work orders of completed value of each not less than Rs.20.00Lakhs (or) In three contracts agreement/work orders of completed value of each not less than Rs.15.00 Lakhs

2.2 The bidder should be in the field of rendering Housekeeping services at least for a continues period of Three years prior to the date of tender opening.

2.2 Average annual turnover of the bidder for the 3 financial years immediately preceding the original scheduled Tender opening date, should not be less than Rs.35.00 Lakhs.

2.3 The bidder should have positive net worth as per their latest audited financial statement.

2.4 The firm should be certified by ISO.

2.5 Note:
    i) The bidder should enclose along with his/their bid necessary documentary evidence like contract agreement along with endorsed completion certificate (in value) issued by the party with whom the contract has been entered for having met the qualifying requirements mentioned in PQR.
    ii) The bidder should enclose along with his/their bid necessary documentary evidence like partnership deed, firm registration (if it is partnership firm), certificate of incorporation, memorandum of association and article of association in case of a company. Valid firm registration certificate shall be enclosed in case of firms. If it is a proprietary firm the bidder shall furnish a declaration letter in this regard and furnish the same in Part-I cover for having met the qualifying requirements mentioned in PQR certified by Chartered Accountant.
    iii) Latest audited financial statement certified by Chartered Accountant.

NLC reserves the right to check the authenticity of the certificate furnished
3. **TENDER DOCUMENT COST: Rs.5,000/= (Rupees Five Thousand)**

3.1. The bidders who have downloaded the Tender Documents from the website have to pay the cost of Tender Documents stipulated in NIT in the form of separate Demand Draft/Bankers Cheque, drawn in favour of “Director Finance, NLC Ltd., Neyveli” payable at Neyveli along with their bid (in Cover-1) at the time of submission. No other mode of payment is accepted. Failure to enclose the above shall lead to rejection of offer. However, NSIC firms who are in the line of same or similar tendered work can submit their bid without the cost of Tender Documents & EMD as per rules on production of attested copy of the valid NSIC (renewed in the recent three years). Attestation shall be in original and issued by Notary Public/Gazetted Officer/Chartered Accountant. The Attested copy of the valid NSIC should be furnished in Cover-I without fail. Failure to enclose the above shall lead to rejection of offer.

3.2. The remittance and forwarding letter should bear Tender Reference No. and be addressed to **The Chief Manager/Finance, TA Department**, Neyveli- 607 803 with a copy marked to **The Chief General Manager/PR, Block-2, Neyveli-607 803, Cuddalore District, Tamil Nadu, India.**

4. **EARNEST MONEY DEPOSIT (Rs.1,60,000/= Rupees One Lakh sixty thousand only)**

4.1. The amount shall be as specified in the Invitation to Bid and in the form of Demand Draft or Banker’s cheque drawn in favour of Neyveli Lignite Corporation Ltd., Neyveli on any Nationalized bank/Scheduled Bank in India in Neyveli or payable at par by a Bank in Neyveli.

4.2. The Earnest Money Deposit shall also be in the form of an Irrevocable Bank Guarantee from any Nationalized bank/Scheduled Bank in India on a non-judicial stamp paper Rs.80/- shall be enclosed in Part – I of the Bid. The Bidder is to note that the Bank Commission charges will be to the account of the bidder and the net amount transferred to NLC’s account shall be equal to the amount specified in the Notice Inviting Bid.

4.3. Any offer without Earnest Money Deposit or with Earnest Money Deposit for a lesser amount or Earnest Money Deposit in a form other than specified herein above, shall be liable for rejection without further reference to the bidder(s) or the concerned bank.

4.4. No interest shall be allowed on the Earnest Money Deposit deposited.

4.5. Cheque payment will not be accepted towards Earnest Money Deposit.

4.6. After award of LOA to the successful bidder, the Earnest Money Deposit money will be returned to the unsuccessful bidder(s) against their written request without any interest.

4.7. In the case of successful bidder, the EMD furnished shall be adjusted towards Security Deposit if it is furnished in the form of Demand Draft / Bankers Cheque. The EMD
furnished in the form of BG shall be returned after the required Security Deposit is received and accepted.

6.0 BRIEF SCOPE OF WORK

The scope of work covered under “Outsourcing of Housekeeping services” is the bidder shall carry out the Housekeeping work as detailed in this Tender with their own resources of Manpower, items/materials and consumables required for effective Housekeeping NLC-Guest House, Block-25, Neyveli-607803.

7.0 TIME SCHEDULE:

7.1. Period of Contract: The total contract period will be 2 years from the date of commencement of services which shall be extendable if required after the tenure of contract. NLC reserves the right of not renewing the contract, if the performance of the bidder is found to be unsatisfactory.

7.2. Commencement of works: The successful bidder should enter into an agreement with CGM/PR, Edn. & CSR, within the time period specified in the LOA. The Outsourcing of Housekeeping services should commence within 30 days from the date of issue of LOA.

8.0. Price: Price shall be firm during the entire period of contract.

9.0 SPECIAL NOTE AND INFORMATION REGARDING TENDER

9.1 All other terms and conditions along with technical details regarding qualifying requirements, time schedule, EMD, validity of bids and instruction to bidders, etc., are contained in the Tender Documents.

9.2 Issuance of Tender Documents is not to be construed to mean that the bid / offer of such bidders would be automatically considered.

9.3 Bids submitted by Telefax, E-Mail or Telegram and the bids received after the expiry of the time specified for receiving completed bids shall be summarily rejected.

9.4 Neyveli Lignite Corporation Limited takes no responsibility for delay, loss or non-receipt of tender documents or any letter sent by post or courier either way.

9.5 NLC reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.

9.6 Offer is to be made in Indian Rupees and payment for entire scope will be made in Indian Rupees only.
10.0 BID SUBMISSION AND OPENING

10.1. The proposals are to be submitted in **TWO PARTS** IN SEPARATE SEALED COVERS as follows:

**Part I** - Earnest Money Deposit, Scope of work, Un-priced Price Schedule, General and Technical Conditions, Checklist, Questionnaire.

**Part II** - Price Cover only. [SCHEDULE]

11.0 TENDER DOCUMENT:

Tender document consist of

1. Instructions to Bidders,
2. Scope of work
3. General and Technical Conditions
4. Checklist
5. Deviation schedule to be duly filled up and furnished along with bid
6. Schedule of Prices as applicable to this Tender

CHIEF GENERAL MANAGER/PR,Edn.&CSR
INSTRUCTIONS TO THE BIDDER

1. BID SUBMISSION AND OPENING

1.1 Part I – Earnest Money Deposit and Technical and Commercial aspects

Earnest Money Deposit, Technical & Commercial aspects alone shall be submitted in a separate sealed cover indicating the tender number and the name of the bidder distinctly on top and this shall be marked as **Part -I.**

The **technical and commercial aspects** shall contain the full details of the profile of the bidder(s) in addition to the following.

i. Earnest Money Deposit  
ii. Documentary proof for qualifying requirements. 
iii. The un-priced format of the schedule of prices. Against each item of the schedule, it shall be indicated as **“Quoted”**. In case the prices are revealed in Part – I cover, his bid shall not be considered.
iv. Integrity pact and Indemnity bond format duly filled in.
v. Complete Tender document including any amendment / corrigendum / errata for the Tender Document shall be signed by the Bidder as a token of acceptance of the same and enclosed in Part – I of the Bid.

1.2 Part – II Price only in Schedule of Prices:

i. The prices shall be furnished in the “Schedule of Prices” as per format enclosed.
ii. The ‘Schedule of Prices’ correctly filled in by the bidder shall be submitted in a separate sealed cover properly pasted / Secured and sealed super scribing the Tender No. and the word “Part-II Prices”.
iii. Price given in Part-II should cover the entire scope of work as given in Part-I of the offer and should be as per price format annexed. The bidder shall quote his price for entire scope of work on firm price basis only. The bidder quoting a system of prices other than that specified, run the risk of summary rejection of the bid. One original and two identical copies of the schedule of prices shall be submitted.
iv. The Bidder shall quote his price of the schedule as indicated in the enclosed price format, clearly both in figures and in words. The bidder shall quote the prices only once after considering all the pros and cons. Alternatives or rebate percentage etc., if any, should be spelt out by the bidder in the first quotation itself. Offers contained in supplemental / additional covers shall be summarily rejected.
v. Rates shall be quoted both in figures and in words in clear legible writing. No overwriting is allowed and no column shall be left blank. All scoring and cancellations should be countersigned by the bidder. In case of illegibility, the interpretation of the M/s NLC shall be final.
vi. The bidder shall indicate bid prices in Indian Rupees only.

1.3 All bids, including all enclosures, shall be prepared in English language only by typing or printing with indelible black ink in one original and two identical copies of the original of the bids. All bid proposals shall be prepared and submitted in two parts, part wise in separate sealed cover, with all pages serially numbered. **Original and each identical copy shall be bound separately (Excluding EMD).** However, the EMD shall be placed separately along with the techno commercial aspects i.e in Part-I cover. One original and Two identical copies of part – I shall be put in one sealed cover super scribing the tender reference and Part - I - one original + Two copies. Similarly one original and Two identical copies of Part –II i.e only prices shall be put in one sealed cover super scribing the tender reference and Part –II- one original + Two copies. These two covers shall be enclosed in an outer cover duly super scribed with the tender reference and date of opening and this outer cover shall be duly sealed. The Bidder's bid and the documents attached thereto shall be considered as forming part of the bid documents.

1.4 If the price cover is opened due to wrong marking / indication on the top of the cover by the
bidders, the bid shall not be considered.

1.5 If the prices are revealed in Part – I, the offer of the firm shall not be considered.

1.6 Bids submitted by Telefax, E Mail or Telegram and the bids received after the expiry of the time specified for receiving completed bids will not be accepted. The bidders shall submit the bids in the following manner.

1.7 All the two parts shall be super scribed as under:

<table>
<thead>
<tr>
<th>Name of the Bidder:</th>
<th>Tender No</th>
<th>Part No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening Date (Part I)</td>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>Proposal for----------------------------- and submitted</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To

OFFICE OF THE CHIEF GENERAL MANAGER/PR.,Edn.&CSR
PUBLIC RELATIONS DEPARTMENT
NLC GUEST HOUSE,
BLOCK-25,
NEYVELI – 607 803.

1.8 This is a two stage tender. On the date and time of opening, Part - I containing, EMD, technical and commercial aspects will be opened and read out. The Part -II (Prices) of the bid will be kept under safe custody and opening of the same will be intimated later separately to the bidders who are found to have satisfied the Techno-Commercial aspects.

1.9 If the bidder desires to be present at the time of tender opening, he shall depute his representatives (not more than one person) in time with due authorization for participating in the tender opening.

1.10 No request for postponement or extension of time shall be permitted for the tender / price bid opening date.

1.11 Bids received in incomplete shape shall be liable for rejection.

1.12 Bids submitted only against priced tender documents will be considered and the bid shall be in the name of the bidder on whose name the tender document is issued. The tender documents are not transferable under any circumstances.

1.13 Neyveli Lignite Corporation Limited takes no responsibility for transmission delays, loss or non-receipt of bid documents or any letters sent by post / courier, either way, and also reserve the right to reject any bid in part or full without assigning any reasons therefore.

1.14 Notwithstanding any information and data, which may be contained in these tender documents, the bidder has to make independent inquiries and generally obtain his own information on all matters that may in any way affect prices, risks and obligations of the CONTRACTOR under the Contract.

1.15 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against Neyveli Lignite Corporation Limited for rejection of his Bid. NLC shall always be at liberty to reject or accept any bid or bids or part thereof at its sole discretion and any such action will not be called into question and the bidder shall have no claim in this regard against NLC.

1.16 If any of the bidders, takes any deviation to the conditions prescribed in the NIT (Notice Inviting Tender), he shall indicate the same. In such case, NLC shall consider such
deviations and render/ communicate their decisions if the deviations taken by the bidder are not acceptable to them. In spite of such decision by NLC on the deviation taken by the bidder, if the bidder declines to accept the same, the NLC shall be at liberty to reject such bid, as being not in conformity with the conditions of NIT and the decision of the NLC in this regard is final and binding on the bidder.

1.17 Bids once submitted shall not be returned and shall remain property of the NLC.

1.18 Unilateral revision or withdrawal of offer by the bidder within the subsistence of the validity period of offer shall not be permitted. Violation of this condition shall result in rejection of the bid without notice, besides forfeiture of Bid Guarantee as the case may be. In addition to the above, such bidder shall also be debarred either permanently or for a fixed period, at the discretion of NLC from participating in any of the NLC’s future tenders.

2.0 Deviation in Technical Specification:

If the proposal has got any deviation from the Technical specification, the bidder shall tabulate those deviations in the schedule of format attached. This table has to be attached with part-I cover. If no deviation is taken by the Bidder “Nil “statement in the deviation schedule shall be given. NLC reserve the rights to decide on the deviation.

3.0 EARNEST MONEY DEPOSIT:

3.1 The amount shall be as specified in the Invitation to Bid and in the form of Demand Draft or Banker’s cheque drawn in favour of Neyveli Lignite Corporation Ltd., Neyveli on any Bank in Neyveli or payable at par by a Bank in Neyveli. The Bidder is to note that the Bank Commission charges will be to the account of the bidder and the net amount transferred to NLC’s account shall be equal to the amount specified in the Notice Inviting Bid.

3.2 The EMD can also be in the form of an Irrevocable Bank Guarantee from any Nationalized bank / Scheduled Bank in India except Bank of China on a non judicial stamp paper Rs.80/- shall be enclosed in Part – I of the Bid. The stamp paper shall be purchased in the name of the Bank shall be enclosed in Part- I of the Bid. Offers without EMD shall be summarily rejected. EMD shall be in the format enclosed only.

3.3 The EMD if submitted in the form of Bank Guarantee shall be valid for 6 (six) months from the date of tender opening of Part -I.

3.4 The EMD deposited in any manner shall not bear any interest.

3.5 The Bank guarantee issued by Bank of China will not be accepted.

3.6 An offer without EMD or with EMD for a lesser amount or EMD in a form other than specified herein above, shall be liable for rejection without further reference to the bidder(s) or the concerned bank.

3.7 The EMD shall also have provision for extension by the banker upon request by the bidder. The bidder shall arrange for extension of validity upon request from NLC Ltd, Neyveli.

3.8 The firms registered with NSIC are presently exempted from furnishing EMD, provided that such small scale units are registered under single point registration scheme of the NSIC and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to our requirements.

3.9 The EMD shall be forfeited if:

a) the bid has been unilaterally revoked/ revised / modified/withdrawn before expiry of bid validity period, by the Bidder(s) or

b) the price(s) have been unilaterally increased or altered after the bid opening and during validity of offer by the bidder, or

c) on issue of LOA by NLC to the bidder, the bidder has omitted or refused to accept the said LOA within the stated period and / or execute the Contract Agreement, or

d) the bidder, after issue of LOA, omitted or failed to submit Security Deposit within the
period specified.
e) the bidder furnished Forged /Bogus certificate.

4.0 Without prejudice to any other remedies available at law,
   (i) in the event of any of the contingencies mentioned in Clause 3.9 (a),(b) & (e),
       NLC shall have the right, at their discretion, to reject the bid without notice to the
       Bidder(s).
   (ii) in the event of the contingency mentioned in Clause 3.9(c) & (d), NLC shall
        have the right to cancel the LOA/Contract, without notice to the Bidder.
   (iii) in addition on (i) and (ii) above, NLC shall also have the right to debar the
        defaulting Bidder(s) permanently or for a fixed period from participating in any of their
        tenders at the discretion of NLC and NLC reserves the right to inform the matter to other
        PSUs/ Statutory Bodies and the decision of NLC in this regard shall be final and binding
        on the Bidder(s).

5.0 RETURN OF EARNEST MONEY DEPOSIT:

   a) For Bidders not shortlisted:
      After approval of short listing, on Techno-commercial /Price evaluation by the competent
      authority, the EMD furnished in the form of Demand draft/Bankers cheque mode shall be returned
      to such bidders upon their request by means of e-payment. If it is in the form of Bank guarantee it
      shall be discharged.

   b) For the successful bidder:
      In the case of successful bidder, the EMD furnished shall be adjusted towards Security Deposit if it
      is furnished in the form of Demand Draft / Pay orders / Bankers Cheque. The EMD furnished in the
      form of BG shall be returned after the required Security Deposit is received and accepted.

   c) For unsuccessful bidders:
      After opening of price cover and price evaluation, the bid guarantee furnished in the form of
      Demand draft/Bankers cheque shall be returned to such bidders by means of e-payment. If it is in
      the form of Bank Guarantee, it shall be discharged. If any bidder does not agree to extend the
      validity of bid and requests for the return of bid guarantee, then it can be returned.

   d) In all the above transactions the documents shall be sent by Registered post with
      Acknowledgment Due/Speed Post.

6.0 All Bank Guarantees except EMD are to be furnished directly by the Banker to NLC either by
    RPAD/Courier.

7.0 OTHER CONDITIONS:
   7.1 Contract will be entered into only with the entity submitting the Bid and no request for change
       in name or composition will be entertained after submission of the Bid for the entire period of
       the contract.
   7.2 Notwithstanding anything stated above, NLC reserves the right to assess the Bidder’s capacity
       and capability to perform the contract should the circumstance warrant such an assessment in
       the overall interest of the NLC.
   7.3 Bids which are submitted without proper documentary evidence to substantiate fulfillment of
       the Tender requirements as specified are likely to be rejected without assigning any reasons.
   7.4 Bids submitted with false information will be rejected without assigning any reason.

8.0 VALIDITY OF BID:
   The bid shall be kept valid for acceptance for 06 (Six) months from the date of opening of the
   bid.(Part –I).
9.0 CLARIFICATIONS

9.1 The Bidder shall contact Chief General Manager/PR,Edn.,&CSR, with prior appointment for arranging site visit. Request for site visit shall be made at least fifteen days prior to the scheduled tender opening date and no site visit shall be permitted after the tender opening date.

9.2 A bidder, who has been issued the tender document may seek clarifications, if found necessary, in respect of any printed portion of the tender documents. But such request in writing, should reach the Chief General Manager/ PR,Edn.,&CSR within two weeks of the date of issuance of the tender document by the M/s NLC Ltd. In response to such a request or even otherwise, M/s NLC Ltd shall have the right to provide clarifications as may be considered necessary to all those who have been issued the tender documents. In any case, M/s NLC Ltd shall not be liable to entertain any request for clarifications received not less than seven days prior to the scheduled tender opening date.

9.3 Requests for clarifications received after the stipulated time shall not be considered. The NLC shall endeavor to render / communicate their clarifications in writing to the bidder without delay. After receipt of such clarifications, the bidder may submit his bid but within the time and date as indicated in the tender. All such clarifications and the relevant exchange of correspondence between the parties in this regard shall form part of the tender specifications and contract documents.

10.0 LATEST HOUR FOR RECEIPT OF BIDS:

10.1 Bids must be received / deposited / delivered to, at the office mentioned below, not later than 14.30 Hrs. IST on the date fixed for tender opening.

The Chief General Manager/PR,Edn.,&CSR,
Public Relations Department,
NLC Ltd.,
Block-2,
Neyveli – 607 803.
Cuddalore Dt.,Tamilnadu

10.2 Bids deposited/delivered after the time & date fixed for the receipt of the bids will summarily be rejected.

10.3 LOA & Agreement:
Acceptance of the tender will be intimated to the successful bidder through a Letter of Award (LOA) which shall be acknowledged and accepted by the successful bidder. The successful bidder shall then be required to execute an Agreement within the time specified in the letter of Award. In the event of failure on the part of the successful bidder to sign the Agreement within the specified time, the amount of EMD shall be forfeited and the acceptance of his tender shall be considered as withdrawn. The gate pass to the employees of successful bidder shall be issued only on the basis of the agreement.

Canvassing in any form is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

11.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF BID

11.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against the NLC for rejection or non-acceptance of his Bid. The NLC shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against NLC.

11.2 The Bidder whose bid is not accepted shall not be entitled to make any claim on account of
costs, charges and expenses incidental to or incurred by such Bidder, as a result of or in connection with his submission of bid or the consideration of the bid by NLC, even if NLC elects to modify/withdraw/abandon the Invitation to Bid.

12.0 **POLICY OF BIDS UNDER CONSIDERATION:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the NLC makes official intimation of award/rejection to the Bidder. While the Bids are under consideration, Bidders and/or their representatives are advised to refrain from contacting, by any means, the NLC and/or his employees/representatives on matters related to the Bid under consideration. The NLC if necessary will obtain clarifications on the Bids, by requesting for such information from any or all the Bidders either in writing or through official discussions. The Bidder(s) will not be permitted to change the final price or substance of the Bid after the same has been opened. Unilateral revision or withdrawal of bids by the bidder within the subsistence of the validity period of offer shall not be permitted.

13.0 **NLC’S RIGHT TO ACCEPT BID**

13.1 NLC shall always be at liberty to reject or accept any bid or bids or part thereof at his sole discretion and any such action shall not be called into question and the bidder shall have no claim in that regard against NLC.

13.2 NLC does not pledge itself to accept the lowest bid, and reserves the right to reject such bids for reasons to be recorded in writing. The other bids will be retained as given. The decision of NLC in this regard shall be final and binding on the bidders and the bidders shall not be entitled to any notice in this regard or to any compensation whatever.

14.0 **DEPUTATION OF REPRESENTATIVES FOR DISCUSSION**

After opening of the bid, if NLC desires to have discussion, the bidder shall be in a position to depute, at short notice, his representative(s) having full authority for finalizing technical parameters as well as Commercial Terms and Conditions of the Contract.

15.0 **EVALUATION OF BIDS**

**Price bid evaluation:**

15.1 The price is to be quoted as per the format given in Price Schedule.

15.2 If price bid is not quoted as per the format in Price Schedule, the bid may be liable for rejection or the highest revealed rate will be loaded to arrive at the total cost of the price bid.

15.3 Price quoted in Price Schedule alone will be considered for evaluation.

15.4 The Price bid should indicate the amount quoted per M² (Square Meter).

15.5 All the bidders would be brought at par with reference to Scope of work, General and Technical Condition of Contract, Instructions to bidders and subsequent techno-commercial discussions/clarifications if any.

15.6 For evaluation purpose, prices quoted in Price schedule alone shall be taken into consideration.

15.7 In case the amount indicated against the sum of items / total price in the schedule of prices does not tally with the totaling of individual items, then the sum of individual item prices will be taken for evaluation.

15.8 If there is any discrepancy between the amount quoted in words and figures, the amount quoted in words will be considered.

15.9 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

15.10 The Bidder is required to carefully examine the Scope of work and General and Technical
conditions of contract and other details relating to work given in the Tender Document and fully 
aquaint himself as to all conditions and matters which may in any way affect the work or the cost 
thereof. The Bidder shall be deemed to have on his own and independently obtained all necessary 
information for the purpose of preparing the Bid and his bid as accepted shall be deemed to have 
taken into account all contingencies as may reasonably arise.

15.11 The Bidder shall be deemed to have exhaustively examined the Tender documents to have 
obtained all information and clarifications on all matters whatsoever that might affect the carrying out 
of the work and to have satisfied himself as to the adequacy and completeness of his Bid. He is 
deemed to have known or ascertained the scope, nature and magnitude of the work and the 
requirements of materials, equipments and labour involved etc. and as to all work he has to complete 
in accordance with the Contract, irrespective of any defects, omissions or error in the tender / bid 
documents.

15.12 No neglect or omission or failure on the part of the Bidder in obtaining necessary and reliable 
clarification / interpretation / information on any matter affecting the Bid or the Bidder shall relieve 
him of any risks or liabilities, or of the total responsibility for completion of the work in accordance 
with the Tender Documents.

16.0 AGENCY COMMISSION

No Agency commission shall be payable under this Contract.

17.0 SIGNATURE OF BIDS

17.1 The Bid must contain the name, residence and place of business of the person or persons 
making the Bid must be signed and sealed by the Bidder with his full signature. The name of 
the person/persons signing should be typed or printed below the signature and each page of 
the Bid shall be properly authenticated by appending signatures/initials and seals, if any.

17.2 Bid by a Corporation/Company/Partnership Firm/LLP must be signed with the legal 
corporate name of the Corporation/Company/Partnership Firm/LLP-by the President or 
Managing Director or by the Secretary or any other person or persons authorized to submit 
bid on behalf of such Corporation/Company/Partnership Firm/LLP and shall contain the 
Official seal of the Company.

17.3 A Bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, 
‘Secretary’, ‘Agent’, or other designation without disclosing his Principal will be rejected. 
Satisfactory proof of authority of the person signing on behalf of the Bidder shall be 
furnished with the Bid.

17.4 The Bid/offer shall be submitted only in the real/registered/trading name of the Bidder and 
anonymous/pseudonymous shall be rejected.

17.5 Any corrections or other changes in the Bid documents shall be duly authenticated by 
appending signatures/initials and seals, if any, of the person signing the Bid.

17.6 Bids not conforming to the above requirements will be disqualified.

18.0 PRICE FAVORABLENESS CERTIFICATE:
The Bidder is requested to confirm that they have certified that the prices quoted in their offer 
are not less favorable to NLC than those quoted to any other Public Sector Undertaking (PSU) / Government Department including Director General of Supplies & Disposals (DGS&D), and benefit of lower prices if any during the currency of the order if placed by the 
Bidder have to be extended to NLC as well.

Yours faithfully,

for NEYVELI LIGNITE CORPORATION LIMITED

CHIEF GENERAL MANAGER/PR,Edn & CSR
**SCOPE OF WORK**

**Subject:** “Providing Housekeeping services” in NLC-Guest House, Block-25 for a contract period of minimum 2years from the Date of commencement of services

**Tender No.** 154/CGM/PR/GH/Bl-25/2016 Dated: 08.06.2016

**1.0. INTRODUCTION**

NLC Guest House, Bl-25 caters to the Guest of the Corporation, VIPs, Government Officials, MP’s, M.L.A’s student trainees etc. It is very important that the premises be kept as neat and tidy as possible.

**2.0. HOUSEKEEPING OPERATIONS:**

Note: In addition to the above cleaning requirement, the bidder shall have to attend to all House Keeping needs to keep the Guest Houses **Neat and Clean at all times**.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Cleaning Particulars</th>
<th>Period of Cleaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Timing of Cleaning</td>
<td>3 shifts</td>
</tr>
<tr>
<td>2</td>
<td>Sweeping &amp; Mopping</td>
<td>morning and evening as and when required</td>
</tr>
<tr>
<td>3</td>
<td>Cob webbing</td>
<td>daily, as and when required</td>
</tr>
<tr>
<td>4</td>
<td>Dust removing</td>
<td>daily as and when required</td>
</tr>
<tr>
<td>5</td>
<td>Furniture &amp; doors, windows, balconies, corridors, terrace and Stairs</td>
<td>Daily as and when required</td>
</tr>
<tr>
<td>6</td>
<td>Fans ,Electrical fittings, all the glasses, wooden frames etc.</td>
<td>Twice in a month, as and when required</td>
</tr>
<tr>
<td>7</td>
<td>Walls</td>
<td>as and when required</td>
</tr>
<tr>
<td>8</td>
<td>Equipments, Beds, Chairs, Tables, Cots, Water jugs, Water glasses, Buckets, mugs etc.</td>
<td>Daily as and when required</td>
</tr>
<tr>
<td>9</td>
<td>Toilets ,Wash Basins</td>
<td>Daily as and when required</td>
</tr>
<tr>
<td>10</td>
<td>Washing of rooms, Dining Halls, Kitchen, Stores, Dormitories and Corridors</td>
<td>Once in a month and when required</td>
</tr>
<tr>
<td>11</td>
<td>kitchens ,Dining halls</td>
<td>3 times daily</td>
</tr>
<tr>
<td>12</td>
<td>All kind of Room service, Verifying materials &amp; fitting available in rooms, Removing &amp; changing of linens, providing toiletries, towels, water, etc.</td>
<td>as and when required</td>
</tr>
<tr>
<td>13</td>
<td>Lawn Maintenance and vegetation clearance</td>
<td>Lawn maintenance daily and vegetation clearance once in 15 days.</td>
</tr>
</tbody>
</table>
Procedure for cleaning is detailed in the following.

General Function and Role of Housekeeping in NLC Guest House Block-25

16.1. Scope of work

(iv) General Role of Housekeeping will focus on the following:

1. Manning, operation and maintenance of all Housekeeping equipments
2. The bidder shall procure standard chemicals, store and will use the same as per requirements
3. Daily Vacuum cleaning, mopping with disinfecting solution all the built up area
4. Cleaning of toilets and provide the cleaning agents/ chemicals, deodorants etc. as per the schedule given above and as and when required
5. Dust removing, window and Doors cleaning and cleaning of the furniture to be done daily.
6. Daily cleaning and mopping, of the entire building including cobwebs etc. every day morning and evening and also as and when required.
7. Daily cleaning of windows, doors, balconies, corridors, terrace and staircase (dry and wet), including cobwebs etc., Cleaning of fans, other electrical fittings, all the glasses and wooden frames etc. at least twice in a month or as and when required
8. Cleaning of walls.[dust, fungus etc.
9. Attending to all the occupants of the beds related to housekeeping activities.
10. Room service including catering, bed making, providing drinking water, AC/TV remotes, Towels, soaps, toiletry kits and news papers etc. Verifying of materials& fittings available in the rooms during check-in and check-out.
11. Up-Keeping of Furniture, Equipments such as beds, chairs, tables, cots, water jugs, water glass, Bucket, water coolers, Geysers, Air conditioners and Televisions etc.
12. Collection of Used linens and news papers from the check out rooms and handed over to the reception staffs
13. Collection of waste as per established norms in different bins for disposal and transportation up to the central point of disposal which is within the campus of NLC GUEST HOUSE BLOCK-25
14. Picking of waste materials like paper cups, plastic/polythene papers, waste papers etc. around and inside the premises. [pathways, open spaces, surroundings of the build up areas
15. All the switches of electrical appliances shall be switched off after the cleaning works are completed.

16.0 A The Bidder shall be responsible for carrying out the following housekeeping jobs for different area risk categories

1. cleaning of Kitchens and Dining hall: Vacuum cleaning, mopping with disinfecting solution, dustbin arrangement, scrub solution preparing, scrubbing
brush arrangements, scrub mat arrangement should be done between Breakfast Lunch and Dinner timings

- After completion Dining the Housekeeping staff should follow the routine cleaning (vacuum cleaning, mopping, cleaning and dust bin cleaning).
- Walls, mirrors, Air conditioners, Televisions ceiling, fans and lights, floor mopping, and waste removing.

Empty the dustbin into the collection dustbin in collection area according to waste category, Vacuum the floors

- Wash sink/wash basins with soap oil.
- Clean mirror and window glass with glass cleaner
- Spot wash the wall if needed when necessary.
- Damp dust all horizontal surfaces, furniture, wall attachment with disinfectant solution
- Mop the floor with disinfectant solution
- Two buckets should be kept for mopping. One for keeping bactol liquid and the other for plain water
- First the mop is to be rinsed in plain water. Then dip the mop in bactol solution
- Vacuum cleaning should be done not less than 2 times and if required 4 times in a day
- Mopping should be done 5 times in a day
- Toilet cleaning must be regularly as well as when required
- Clean the toilet using standard procedure After completion Dining regularly (Ref: Procedure for daily cleaning of toilet)

α) The Housekeeping personnel who enter the room for cleaning should leave the room only after completion of the cleaning works.

β) He or she should not leave in between for other work

B. Cleaning of VIP, AC Rooms, Common Areas, Corridors, Dormitories, Power rooms, Store rooms etc.

**Equipments required:**

1. Cart/caddy/bucket
2. Cleaning cloth/duster
3. Dust bin and broom
4. Vacuum cleaner
5. Wet mop with handle
6. Bucket
7. Ezee Clean Mop
8. Water pusher
9. Toilet brush
10. Cob web stick
11. Nylon scrubber

**Procedure**

1. Wipe down the entire outside surface of the bedstead, table and bed side stand
   - Damp wipe the furniture in the room
2. Clean bathrooms using standard procedure (Ref: Procedure for daily cleaning of toilet)
3. Clean mirror and window glass with glass cleaner
4. Spot clean the walls wherever required
5. Damp mop the Common area/room with the assigned mop
6. Mop the bathroom with the separate mop kept for that
7. Place wet floor signs after mopping, when dry remove
8. Check the curtain for stain
   1. If dirty, replace the soiled curtain with a clean one
   2. Check and remove all cleaning materials
   3. Leave the room, closing gently behind if the Guests’ is in the room or even otherwise
4. Change the mop water before entering the next room
   Also the separate mops for the room and toilet should be marked well
5. Any spillage of body fluids should be handled very carefully first by using absorbent material and the mop assigned for spillage should only be used for cleaning. The absorbent material should be removed with tongs or with a brush in to the dustbin and discarded in to the yellow bin. Universal precaution of wearing the gloves to be followed at all times
6. The spillage should be mopped from outside to inside in rotation movement
7. The mop should be dipped in the bucket with water and Cleaning solution
8. Rinse and again mop in the same manner
9. Put mop head in the bucket and take it to the disposal area/toilet/water closet and pour into the bowl carefully without spillage and flush
10. Rinse the mop in plenty of water and take fresh water with liquid bleach and rinse and mop again

C. Check out Room Cleaning.

**Equipments required:**
Ref: Sl. ‘B’

**Consumable**
a) Disinfectant/Bactol
b) News paper (old)
c) Dust bin linen
d) Cleaning powder
e) Glass cleaner
f) Liquid bleach
g) Room freshener
h) Odonil cake

D. Daily Cleaning of toilets and Water closets

**Required Items for Cleaning**

- Soap oil
- Cleaning powder
- Liquid bleach
- Special Toilet cleaning liquids.
- Toilet brush
- Nylon scrubber 2 nos. (one for water closet and one for wash basin)
- Water pusher
- Mop
- Dusting cloth
- Pump stick
- Cobweb stick

**Method of Cleaning**
- Check for cobweb and remove
- Scrub the washbasin with cleaning powder with nylon scrubber
- Clean the under side of the washbasin
- Tap should be scrubbed well
- Clean the tiles with nylon scrubber and soap oil/powder, water wash well
- Scrub the water closet with toilet brush and wash well
- Scrub the outside of water closet with separate nylon scrubber provided for that
- Scrub the seat, cover and water wash
- Scrub the skirting of toilet and wash
- Wash the shower and all taps and knobs with cleaning powder and wash
- Clean the mirror and dry it well
- Wipe-out everything thoroughly with a drying cloth
- Wash the bucket, mug and bathroom stool
- Scrub the toilet floor well and water wash
- Rinse well with sodium hypochlorite solution
- Remove the water and dry the floor with the mop provided for that
- Put the clean bath mat

g. **Cleaning and maintenance of Housekeeping equipment**

Responsibility

Housekeeping contractor is to ensure that regular cleaning and maintenance of the equipment is to be carried out and the same are kept in good working condition.

h. **Cleaning the floors by Scrubbing Machine.**

All floor and public areas should be always neat and clean. And there should not any patches on the floor. Mechanical scrubbing to be followed by House Keeping provider in all the floor (In-patient area excluded). Manual mopping should not be adopted for scrubbing purpose.

i. **Chemicals for cleaning:**

The contractor has to use the following Cleaning Materials for cleaning or equivalent of same potency/efficacy branded/reputed make approved by NLC officers:

a. Soap oil for bathroom cleaning and Harpic for water closets cleaning

b. Usage of white scented phenol only used for water closets after cleaning
c. Lizole, Dettol floor cleaner, for daily mopping

d. Branded air fresheners only used for rooms

e. Odonil cakes provided all the bathrooms and toilets.

f. Naphthalene or wash basin cubes for wash basins.

g. Colin—cleaner concentrate for cleaning glassware/glass panes

h. Swoop hand wash

i. HIT spray for control of insects

j. Automatic spray dispenser in all rooms for freshening up air

**Special conditions for the work**

1. The nature of work includes cleaning, sweeping, wet mopping, washing toilets, room corridors, stairs case, dinning lounge, dormitory halls and other areas for at least minimum of two times a day.

2. De-dusting and wiping with wet cloth of all wooden articles such as tables, cupboards, chairs, tee poi etc. for once a day.

3. Removing cob-webs at all Guest House Block-25 in all the rooms and public areas, water washing and removal of strains in the walls, cleaning the glass pans in the doors etc. complete for once a week time.

**Special conditions**

1. The contractor should employ mazdoor above 18 years of age.

2. The contractor should comply with Acts and Rules of minimum wages Act, ESI scheme and other statutory rules for work.

3. Broom sticks, cobweb sticks and other materials required for the work will be supplied by the contractor.

4. The work should be carried to the satisfaction of the corporation authorities. If the work is not done to the satisfaction of the NLC officials then proportional deduction at the discretion of the officers-in-charge of the Guest houses will be imposed in the bills. If the total work is found unsatisfactory then the contract will be cancelled.

5. For any loss or damages to the corporation properties the contractor should make good the Loss/damages.

**Chief General Manager/PR, Edn., CSR**
1. The area for Housekeeping in the Neyveli Lignite Corporation Ltd Guest House, Block-25 will be entrusted to the bidder in “AS IS WHERE IS CONDITIONS.”

2. **Price:**

2.1 The Price bid should indicate the amount quoted per M² (Square meter) inclusive of all Taxes but shown in detail as in format.
2.2 The Lowest bidder for the cumulative of the works in all areas will be considered for placement of LOA.
2.3 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account.
2.4 The price quoted shall be given in break up as in the prescribed format.
2.5 NLC may negotiate with lowest bidder and such negotiated offer when agreed by NLC & the bidder, shall form a part of the contract.
2.6 All levies, taxes, cess should be clearly quoted in the price schedule.

3. No additions, alteration, modifications to the existing buildings shall be made in any manner without prior written consent of the Unit Head and the contractor shall maintain the building in good condition.

4. **SECURITY DEPOSIT:**

4.1. The Successful bidder should furnish Security deposit for a sum equivalent to 5% of the contract value as the case may be at the time of entering the agreement. The EMD furnished along with Tender except in the form of BG may be adjusted towards security deposit. If security deposit is furnished in the form of Bank Guarantee, the already deposited Earnest Money Deposit will be released on acceptance of BG.

4.2. Initially the security deposit should be valid for a period of 6 months from the date of completion of contract period. However, the security deposit should be kept valid up to the date of getting the final payment for this work. In case if the Security Deposit is not paid in full as above, the Security Deposit shall be recovered in each bill at the rate of 10% of the bill value in each bill till the entire amount is reached with the contractor's consent at the time of signing the agreement.

4.3. NLC is entitled to forfeit the Security Deposit, if the contractor prematurely withdraws or if the services are terminated for being unsatisfactory after giving him an opportunity for hearing.

5. The bidder shall maintain the building and movable properties like furniture, electrical fittings etc., in good cleaned conditions. The bidder shall handover all articles entrusted in good conditions after completion of the contract period. The bidder shall compensate the NLC for any damage in such properties while carrying out the Housekeeping with the replacement value of the damaged items.

6. The bidder shall employ his own personnel and resources like vacuum cleaner, bucket system, wringer, wet mop set, sanitizer, scrub pad etc., mechanical swabbing, brooms, moppers, disinfectants etc., for the purpose of housekeeping at his own cost as per standard operative procedures. The bidder shall engage his staff with prior police verification and shall provide a list of such staff along with their permanent address, copies of appointment order, ESI Identity card and CPF No. to NLC, before commencement of work.
7. NLC has no responsibility whatsoever on the bidder’s employees and the bidder will be solely responsible for managing his employees. In the event of any dispute/claims between the bidder and his employees, the bidder alone will be responsible for settlement of the disputes/claims and consequences that may arise out of any such dispute/claims, whether statutory or otherwise.

8. The bidder shall comply with the provisions of the Factories Act 1948, Contract Labour (Regulation & Abolition) Act 1970, ESI Act 1948, Employee Compensation Act 1923, Employees Provident Fund Act and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965, Payment of Gratuity Act 1972, National and Festival Holiday Act 1958 and the rules there under or any other laws and rules as may be applicable to their employees from time to time. The bidder shall produce Registers and Records and comply with other direction issued by the NLC/ Statutory Authorities for compliance of the statutory provisions. Any contravention noted by the Statutory Authority/NLC will summarily be followed by penal/legal action by the said Statutory Authorities/NLC including blacklisting of the bidder.

9. The bidder shall make provision for Insurance coverage of personnel deployed and the element is taken in estimate ‘Group Medical Insurance’ for providing medical benefit.

10. The bidder shall, whenever required by the hospital or Government Officials authorized under the statutes, produce for inspection, all forms, Registers and other records required to be maintained under various statutes/rules.

11. The bidder shall produce documentary evidence in proof of effecting the statutory payments under applicable laws. Non-observance of the provisions will be construed as default by the bidder to make such payment and payment of his bill will be withheld and NLC shall be at liberty to recover any such dues from the bills payable to the bidder/contractor.

12. The bidder will not claim separate payment towards the expenses incurred by him for complying with the above statutory provisions to his employees.

13. The bidder shall comply with all operational rules and regulations, including security rules framed by the hospital and made applicable to the whole or part of the premises, wherein the bidder or his employees happen to be operating /working. In the event of any of the employees violating the said rules and regulations or in any way becoming objectionable to the company, the bidder shall remove forthwith such employees from the company’s premises.

14. Cleaning of all the furniture such as beds, cots, tables, chairs, cup-boards, almirah etc., and Electrical items such as Water Heaters, fans, light fittings, electrical fitting etc., should be carried out by the bidder. Enough care shall have to be taken while carrying out the Cleaning work of above items and any Loss or damage to these items as above should be made good by the bidder.

15. The bidder shall appoint supervisors who will be responsible for the work and shall carry out any other order or task allotted by the Unit Head or his authorized officers in the interest of Housekeeping of NLC Guest Houses.

16. The bidder shall maintain for himself and for his duly approved supervisor and his staff, an attendance register for daily attendance. The register shall be liable for inspection by the Unit Head/ PR, or his authorized officers at any time.

17. The bidder should ensure that, the personnel deployed for housekeeping works are not less than 18 years of age not more than 58 years of age.
18. The bidder shall provide suitable uniforms and Identity Card as may be prescribed by the Unit head to housekeeping personnel at the cost of bidder and the bidder shall ensure that the housekeeping personnel employed by them are neatly and properly dressed. All the employees of the bidder should have their Photo Identity cards displayed over the Shirts.

19. The bidder shall execute the instructions of the CGM/PR, Edn & CSR or an officer authorized by him from time to time on all matters connected with the smooth functioning of the housekeeping related services.

20. The Housekeeping services arrangements shall be inspected by the bidder on his own at least once a week and report shall be submitted to the CGM/PR, Edn & CSR, Neyveli or his authorized officers regularly. The Housekeeping services arrangements and quality of work shall also be inspected by the CGM/PR, Edn & CSR or and his authorized officers from time to time, including surprise check.

21. Accommodation for personnel employed by the bidder will be provided by NLC on commercial rent basis as per prevailing NLC rules subject to availability based on their request and subject to availability.

22. The bidder shall provide all the required equipments / tools and consumables for carrying out the scope of work.

23. **Electricity and Water supply**: Electricity/water will be provided by NLC for operation of various machines required for Housekeeping. The bidder will however use of these judiciously and will ensure that there is no wastage. If wastage is observed, then punitive action will be initiated.

24. Provision of Housekeeping materials, chemicals and supply of manpower for the above works shall be within the scope of the bidder.

25. The number of manpower deployed should be appropriate to maintain the service standard as described in bid document. The deployed persons shall maintain high discipline and shall maintain decorum.

26. If the bidder fails to provide the services satisfactorily, the Unit Head/ CGM/PR, Edn & CSR may at any time terminate the agreement after giving three months notice in writing.

27. The bidder should not sublet/transfer/assign the work to any other agencies.

28. On expiry of the contract period, the bidder shall handover all the articles in good conditions which were entrusted to him.

29. The bidder shall comply with requirements under service tax and shall be responsible for the same and other statutory payments to the respective authorities.

30. The Unit Head/ CGM/PR, Edn & CSR shall reserve the right to accept or reject any one or all the tenders without assigning any reason thereof.

31. In case of any breach of this contract and any terms and conditions therein by the bidder, the Unit Head may cancel the contract for the remaining period of the contract after giving a three months show cause notice by the Unit Head in writing to the bidder. In the event of such cancellation, security deposit amount of the bidder will be forfeited by NLC LTD. The decision of the Unit Head shall be final in the matter.
32. The quantities indicated in the price schedule are indicative only. NLC has the right to increase/decrease the above quantities, depending upon the requirement.

33. The bidder shall engage and deploy their regular employees on their rolls, who shall be issued with valid appointment letters/Employment Card.

34. The bidder shall be vicariously liable for any act, deeds or things of the persons engaged by them. NLC is neither directly or indirectly responsible nor liable for the persons employed by the bidder for performing/providing services in terms of the Contract. The bidder shall indemnify and keep indemnified NLC against any claim, liability, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by NLC directly or indirectly by reason of any wrongful, incorrect, dishonest, fraudulent or negligent act or omission of their personnel. The bidder shall comply with all Statutory Regulations/Rules/Act etc. that are in force from time to time in all the matters relating to this contract. **The bidder has to execute an indemnity bond in Nonjudicial stamp paper of value Rs.80/- in favour of NLC in this regard in the format enclosed.**

35. In case of termination of this agreement, the bidder shall immediately cease to function as a Service Provider, besides handing over all the documents, materials, data etc held by them or their personnel to NLC. They shall also forthwith withdraw all their employees/personnel from the premises of the NLC.

36. The contract is on a principal-to- principal basis and does not create and shall not be deemed to have created any direct or indirect employer and employee relationship or a principal-agent relationship between NLC and the bidder and/or their personnel/employees deployed. The bidder and/or their personnel/employees shall not be entitled to by any act, word, or deed, bind NLC or holdout or represent that the bidder is representing or acting as an agent of the NLC. NLC shall not be responsible to any Labour or other disputes that may arise between the bidder and their Personnel engaged under this contract.

37. As and when complaints received by NLC, against any of personnel deployed by the bidder, immediate action would be taken against the said person by the bidder. In case of any disobedience, indiscipline, misconduct, misbehavior or any acts not in good conduct by the employees of the bidder, such employee/personnel of the bidder shall be recalled forthwith on receipt of such complaints of NLC, by the bidder, and such employees shall not be further deployed in any of the activities of NLC.

38. It shall be the duty of the bidder to see that all their personnel/employees/Workmen engaged by them for the work are strictly following the relevant applicable Acts/Rules/Regulations/orders. The bidder is solely responsible and liable for any consequences arise due to any violation by their personnel/employees/Workmen.

39. The bidder shall ensure the payment of Minimum Wages to their employees, as per applicable laws/mandate/settlement/agreement/order/ award of the Government/Court/Tribunal order/ Statutory Authority etc., at such rates as may be prevailing during the entire period of contract.

40. Violation of Laws/Rules will lead to termination of contract at the risk and cost of the bidder besides forfeiture of security deposit and taking other penal actions.

41. In case of accident to employees or supervisor etc. of the bidder, it shall be the obligation of the bidder to pay the compensation to them as per applicable law. In any case, NLC shall not
be held liable for paying any accident compensation. However, upon any such demand for accident compensation, it shall be lawful for NLC to withhold an amount to the extent of said demand from the bills payable to the bidder.

42. All other terms and conditions not specifically brought out herein above shall be as per mutually agreed terms and conditions.

43. **Time Schedule:**

   a. **Period of Contract:** The contract shall be for a period of Two years from the date of commencement of services. The period may be extended on mutual agreement on satisfactory performance.

   b. **Commencement of works:** The agreement should be signed by the successful bidder in the office of CGM/PR,Edn & CSR. The works should commence within 30 days from the date of issue of LOA.

44. **Payment Terms:**

   48.1 The payment to the bidder shall be made as per actual area cleaned and agreed price for respective risk area categories on monthly basis. Payment shall be made through e-payment and bank charges shall be to the account of the bidder. The bidder shall provide necessary Bank details for effecting e-payment. Monthly assessment and review shall be made for certifying the performance of work.

   48.2 Execution of Housekeeping jobs, recommended chemicals, methods and frequency will be considered for evaluation.

   48.3 Payment will be made for the actual execution of the work to the satisfaction of NLC officials. Pro-rata reduction will be made on the payment for the non-performance/unsatisfactory work.

   48.4 The contractor shall raise bill by the first week of subsequent month. The payment shall be made within thirty (30) days of submission of bill.

   48.5 The monthly bill/invoice shall be deposited in the Office of the CGM/PR,Edn & CSR, Block-2, Neyveli in the first week of subsequent month.

   48.6 TDS on IT, Service Tax and other levies will be deducted as per statutes.

   48.7 Every bill to be certified by the Division head nominated from time to time.

   48.8 The total settlement claim will be after completion of all requirement as per the contract.

45. **Liquidated Damages:**

   The time schedule is the essence of the contract. The bidder should adhere to the schedule commencement of work Time Schedule as mentioned. The work shall be commenced within the prescribed time schedule, failing which L.D. at the rate of 1/2 % per week of the work delayed subject to a ceiling of 10% of the value of the contract shall be levied. The parties agree that this is the genuine pre estimate of loss/damage which will be suffered on account of delay on the part of the bidder and the said amount will be payable on demand without there being any proof of the actual loss and damages caused by such delay. If the work is not carried out, NLC shall levy suitable penalty as deemed fit.
46. **Supervision & Quality Control**

50.1 NLC management shall demand and be supplied with a sample of any washing chemical or cleaning agent for inspection and analysis & if required to be sent for testing by the approved laboratory. The cost of such testing shall be to the account of the bidder.

50.2 NLC will have unfettered right to inspect the Housekeeping operation at anytime and the bidder will cooperate with the authorities.

50.3 NLC management shall have the right to terminate the contract of services rendered by the bidder, which are not of the requisite standard.

51. **Safety:**

51.1. The bidder shall ensure the safety of his employees against accidents and injuries while at work as required by the relevant rules. It shall be the obligation of the contractor to pay compensation as per Employees Compensation Act and to extent co-operation to the officers in any enquiry conducted thereon. No responsibility shall rest with the NLC management in this regard. The Contractor shall work, in co-ordination and close co-operation with the NLC staff working in the areas.

51.2. It shall be the duty of the bidder to see that all persons employed by him for work, in NLC, do the work allotted to him strictly as per the Provisions of the contract, Rules, Regulation and orders made in the tender and not wander in other areas. The bidder shall be held responsible for any violation of the statutory provisions by any of the persons engaged by him.

52. **Penalty Clause**

52.1 The Bidder has to carry out the Housekeeping Services continuously by engaging labour on regular basis. Any failure in labour engagement to the required quantum and if there is any lapse noticed in the performance, NLC will levy penalty of Rs.1000/- per occasion of non-performance in addition to the proportionate reduction in payment for the work not done. The decision of NLC is final and binding on this.

52.2 The bidder shall engage supervisors for supervising the work and reporting to NLC Officers. In the case of non-availability of supervisor, a penalty of Rs. 500/- will be levied, per occasion.

53. **Penal action:**

In the event of breach / non-fulfilment of any conditions of the contract by the contractor, the Corporation will take action, as deemed fit against the contractor which includes Suspension/Banning/Blacklisting of the contractor besides termination of contract with / without forfeiture of Security Deposit.

a. **SUSPENSION:** If the Performance of the Contractor is found to be unsatisfactory or if the conduct is under suspicion or in the event of any breach of the conditions committed by the Contractor or his Collaborator/Associate/Agent, the contractor will be suspended for one year in the particular Unit.

b. **BANNING:** - The contractor will be banned for 2 years from NLC works on the following grounds. Supplying defective/poor quality materials or performing sub-standard works and failure to rectify/replace the same even after reasonable extension is given to the contractor.

c. **BLACKLISTING:** The following acts shall lead to blacklisting for 3 years and NLC shall not have any business with the contractor

i. Formation of cartel with other contractors with a view to artificially hike the prices.
ii. Wilful suppression of facts or furnishing of wrong information or manipulate/forged documents or using other illegal/unfair means.

iii. If the contractors are found guilty involving in malpractices like Bribery, Corruption etc. or are convicted for offences involving moral turpitude in relation to business dealings or Security considerations including loyalty to the State or Country or the Contractor continuously refuses to return NLC dues without showing adequate cause and the NLC is satisfied that this is not due to a reasonable dispute which would attract proceeding in Arbitration or Court of Law.

iv. If the bidder withdraws/modify/impairs/derogates his offer on his own after tenders are opened or fails to accept the LOA/fails to submit the SD.

54.1. Civil court having ordinary jurisdiction over Neyveli alone shall have exclusive jurisdiction to adjudicate any dispute/differences that may arise between the parties under the Contract.

54.2. In the event of any disputes, differences or claims arising between parties out of this agreement or in any way relating to any term, condition or provision herein mentioned or in the construction or interpretation of any of the clauses, the parties hereto shall first endeavour to settle such disputes, differences or claims by friendly consultation failing which they shall be referred to Arbitration of two Arbitrators one to be appointed by each party. The two Arbitrators before proceeding with Arbitration shall appoint a third Arbitrator who shall acts as the Presiding Arbitrator and the decision of the Arbitrators shall be final and binding on the both parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and conciliation Act 1996. The venue of Arbitration shall be either at Neyveli or Chennai.

Name & address of the Bidder with Company Seal:

Signature of Authorized Signatory with Seal:
**Price Schedule**

*Cover-II*

(To be enclosed in Cover-II)

**Tender No. 154/CGM/PR/GH/GH-Bl-25 /2016, Dt. 08.06.2016**

Scope of work: Providing Housekeeping at NLC Guest House, Block-25

Period of Contract: Two years from the date of commencement of services.

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>Approx. area in Sq.Mtr.</th>
<th>Rate/M² (in Rs.) (Per month)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In numerals</td>
</tr>
<tr>
<td>1</td>
<td>Guest House, Block-25</td>
<td>6028.57 Sq.mtr.</td>
</tr>
<tr>
<td>Service Tax</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any other Tax (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name & address of the Bidder with Company Seal:

Signature of Authorized Signatory with Seal:
**Questionnaire on Commercial Points to be answered by the Bidder:**

**Tender No. 154/CGM/PR/GH/GH-Bl-25 /2016, Dt. 08.06.2016**

Scope of work : Providing Housekeeping as per Standard Operative procedures at NLC Guest House, Block-25

<table>
<thead>
<tr>
<th>1.0 Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Name &amp; Address</td>
</tr>
<tr>
<td>1.2 Telephone No.</td>
</tr>
<tr>
<td>1.3 Fax No. &amp; E – Mail address</td>
</tr>
</tbody>
</table>

Banker’s name address & Fax No.
For the purpose of e-payment following shall be provided.
1. Name of the beneficiary
3. Name of the Bank
4. Name of the Branch
5. Branch code No.
6. IFSC Code (For NEFT / RTGS Payment)
7. PAN No

| 1.5 Name & full address of Chief executives |
| 1.6 Name, Designation and full address of contact person and cell No. |
| 1.7 Other information if any |
| 1.8 Name & full address of Chief executives |
| 1.9 E-Mail |

<table>
<thead>
<tr>
<th>2.0 Tender document cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Whether cost of Tender document is furnished.</td>
</tr>
<tr>
<td>2.2 Form of cost of Tender document furnished details</td>
</tr>
<tr>
<td>2.3 Value of Tender document</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.0 EARNEST MONEY DEPOSIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Whether EMD is furnished.</td>
</tr>
<tr>
<td>3.2 Whether any deviation in format of EMD is taken.</td>
</tr>
<tr>
<td>3.3 Value of EMD</td>
</tr>
<tr>
<td>3.4 Expiry date of EMD if in the form of BG</td>
</tr>
<tr>
<td>3.5 Name and address of the Bankers Fax No. and E Mail address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.0 SCOPE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Whether the bid covers the entire scope of work as detailed in the tender</td>
</tr>
</tbody>
</table>

**GENERAL AND TECHNICAL CONDITIONS**
Are you agreeable for General & Technical conditions in the Tender document

<table>
<thead>
<tr>
<th>6.0 VALIDITY OF BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1 Please indicate the validity of Bid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7.0 PRICES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1 Whether the prices are furnished in the prescribed price schedule</td>
</tr>
<tr>
<td>7.2 Price quoted on Firm price basis till completion of the contract period</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8.0 TIME SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1 Whether agreeable for the time schedule stipulated in the tender document</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>9.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>PAYMENT TERMS:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td>Are you agreeable for Payment Terms mentioned in the Tender document</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>SECURITY DEPOSIT CLAUSE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>11.0</td>
<td>Are you agreeable for Security Deposit clause in the Tender document</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th><strong>LIQUIDATED DAMAGES CLAUSE:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.0</td>
<td>Are you agreeable for LD clause in the Tender document</td>
</tr>
</tbody>
</table>

Name & address of the Bidder with Company Seal:

Signature of Authorized Signatory with Seal:
DEVIATION SCHEDULE TO COMMERCIAL CONDITIONS

Tender No. 154/CGM/PR/GH/GH-B1-25 /2016, Dt. 08.06.2016
Scope of work : Providing Housekeeping at NLC Guest House, Block-25

All deviations shall be filled in by the BIDDER clause by clause in this schedule. If no deviation shall be specified as “Nil”

<table>
<thead>
<tr>
<th>SL NO</th>
<th>CLAUSE NO</th>
<th>DEVIATION</th>
<th>REASON FOR DEVIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The BIDDER hereby certifies that the above mentioned are the only deviations. The BIDDER further confirms that in the event any other data and information presented in the BIDDER’s proposal and accompanying documents are at variance with the specific requirements laid out in the Tender Document then the latter shall govern and shall be binding on the BIDDER for the quoted price.

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME:</td>
<td></td>
</tr>
<tr>
<td>COMPANY SEAL</td>
<td>DESIGNATION:</td>
</tr>
<tr>
<td>COMPANY:</td>
<td></td>
</tr>
<tr>
<td>DATE:</td>
<td></td>
</tr>
</tbody>
</table>
DEVIATION SCHEDULE TO TECHNICAL CONDITIONS

Tender No. 154/CGM/PR/GH/GH-Bl-25 /2016, Dt. 08.06.2016

Scope of work : Providing Housekeeping as per Standard Operative procedures at NLC Guest House, Block-25

All deviations shall be filled in by the BIDDER clause by clause in this schedule. If no deviation shall be specified as “Nil”

<table>
<thead>
<tr>
<th>SL NO</th>
<th>CLAUSE NO</th>
<th>DEVIATION</th>
<th>REASON FOR DEVIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The BIDDER hereby certifies that the above mentioned are the only deviations. The BIDDER further confirms that in the event any other data and information presented in the BIDDER’s proposal and accompanying documents are at variance with the specific requirements laid out in the Tender Document then the latter shall govern and shall be binding on the BIDDER for the quoted price.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>NAME</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>COMPANY SEAL</td>
</tr>
<tr>
<td>DESIGNATION</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>COMPANY</td>
</tr>
<tr>
<td>DATE</td>
</tr>
</tbody>
</table>
Format For EARNEST MONEY DEPOSIT in the form of Bank Guarantee

NOTE:
1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by Reserve Bank of India (except Bank of China).
2. This bank guarantee should be furnished on stamp paper of value not less than Rs.80/- as per Stamp Act.
3. The stamp paper should have been purchased in the Name of the Bank executing the guarantee.

Bank Guarantee No……………

Date:

Ref. Tender No………………………
To
The General Manager/PR,
Public Relations Department,
Block-2,
Neyveli – 607 803
Cuddalore Dist.
Tamil Nadu, INDIA.

Dear Sirs,

In accordance with your ‘Invitation to Bid’ under your Tender No…………….dated ………………
M/s. ………………………….. hereinafter called the Bidder, having its Registered Office/ Head Office at …………………….. with the following Directors on their Board of Directors/ partners of the firm.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

wish to participate in the said bid for ……………………..
As an irrevocable Bank Guarantee against Bid Guarantee for a sum of INR/FC………………….. (in words and figures) valid for 6 months from …………………….. (the date of bid opening) is required to be submitted by the Bidders as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents.
We the …………………….. Bank at …………………….. having our Head Office at …………………….. (local address) guarantee and undertake to pay immediately on demand by Neyveli Lignite Corporation Limited, stating that

<table>
<thead>
<tr>
<th>a</th>
<th>b</th>
<th>c</th>
</tr>
</thead>
<tbody>
<tr>
<td>the bid has been unilaterally revoked / revised / modified / withdrawn before expiry of bid validity period, by the Bidder(s) ; or</td>
<td>The price(s) have been unilaterally increased or altered after the bid opening and during validity of the offer, by the Bidder; or</td>
<td>On issue of LOA by NLC to the bidder, the bidder has omitted or refused to accept the said LOA within the stated period and/ or execute the Contract agreement; or</td>
</tr>
</tbody>
</table>
the Bidder, after issue of LOA, omitted or failed to submit Contract Performance Guarantee within the specified period,

the Bidder furnished Forged/Bogus Certificates

the amount of ……………..to the said Neyveli Lignite Corporation Limited without any reservation, protest, demur and recourse. Any such demand by the Neyveli Lignite Corporation Limited shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the Bidder.

The guarantee shall be irrevocable and shall remain valid upto …………………… If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s. ……………………………on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:
1. Our liability under this bank guarantee shall not exceed ………… (in words)
2. this bank guarantee shall be valid upto ……………..; and
3. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before ……………..

In witness where of the Bank, through its authorized officer has set its hand and stamp on this………day of …………20……at……………..

WITNESS

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name in Block Letters</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Occupation</td>
</tr>
<tr>
<td>Signature</td>
<td>Staff code No.</td>
</tr>
<tr>
<td>Name in Block letters</td>
<td>(Bank’s seal)</td>
</tr>
<tr>
<td>Occupation</td>
<td>Attorney as per Power of</td>
</tr>
<tr>
<td>Address</td>
<td>Attorney No………..</td>
</tr>
<tr>
<td></td>
<td>Dated……………</td>
</tr>
</tbody>
</table>

(Signature)
**Format of SECURITY DEPOSIT in the form of Bank Guarantee**

1. This guarantee has to be furnished by a Nationalised Bank / Scheduled Bank Authorised by RBI (Except Bank of China)

2. The Bank Guarantee should be furnished on Stamp paper of value not less than Rs.80/- as per Stamp Act.

3. The stamp papers should be purchased in the name of Bank executing the guarantee.

Bank Guarantee No.………………
Date: …………………………

To
The General Manager/PR,
Public Relations Department,
Block-2,
Neyveli – 607 803
Cuddalore Dist.
Tamil Nadu, INDIA.

Dear Sirs,

1. In consideration of the Neyveli Lignite Corporation limited, Neyveli hereinafter referred to as the M/s NLC Ltd, which expression shall, unless repugnant to the context or meaning, thereof include its successors, administrators, representatives and assignees, having awarded in its favour of M/s…………………

2. The Bank further irrevocably guarantees and undertakes to pay on mere demand, without any demur, reservation, contest, recourse or protest any and all monies due and payable by the Contractor by reasons of non-fulfillment of any of the following obligations.

1. For the successful and satisfactory operation of the ………………… furnished and implemented under the said Contract as per the specifications and documents.
4.0 The M/s NLC Ltd shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the Contractor. The Bank shall not be released from its liabilities under these presents by any exercise of the M/s NLC Ltd of the liberty with reference to the matter aforesaid.

5.0 The M/s NLC Ltd shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the M/s NLC Ltd and the Contractor or any other course or remedy or security available to the M/s NLC Ltd and the Bank shall not be released of its obligations/ liabilities under these presents by any exercise by the M/s NLC Ltd of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the M/s NLC Ltd or any other indulgence shown by the M/s NLC Ltd or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the M/s NLC Ltd.

6.0 The M/s NLC Ltd shall have the fullest liberty to lodge their claims for encashment of the guaranteed sum in full or in part, in the manner suitable to them. However, payment made for a sum lesser than the guaranteed amount, shall not relieve or discharge the Bank from their obligations guaranteed hereunder, till the contractual obligation are fully performed by the Contractor or the Bank Guarantee is discharged by the M/s NLC Ltd, as the case may be and the Bank Guarantee shall continue to be in force till such time.

6.1 The Bank further agrees that the decision of the M/s NLC Ltd as to the failure on the part of the Contractor to fulfil their obligations as aforesaid and/or as to the amount payable by the Bank to the M/s NLC Ltd hereunder shall be final, conclusive and binding on the Bank.

7.0 The Bank also agrees that the M/s NLC Ltd shall be entitled at his option to enforce this guarantee against the Bank as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the Contractor’s liabilities.

8.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

1. Notwithstanding anything contained herein
   a. our liability under this bank guarantee shall not exceed ………….. (in words)
   b. this bank guarantee shall be valid upto ………………; and
   c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before ………………

WITNESS

1. Signature....................
   (Name in Block Letters)......
   Occupation
   Address

2. Signature....................

Signature............
Name in block letters........
Designation
Staff Code No.........
Bank's Seal
Attorney as per power
of Attorney No……….. dt.
(Name in Block Letters) .......

Occupation

Address.
FORMAT OF INDEMNITY BOND

(To be executed in Non-Judicial stamp paper of value Rs.80/-)

The deed of Indemnity executed on this …….. day of ………2014 by M/s……………… represented by its proprietor Mr/Mrs/Ms………………………………… (Full address to be filled) (hereinafter referred to as “Service provider” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives ad assignees) in favour of Neyveli Lignite Corporation Limited. A Govt of India Enterprise incorporated under Companies Act, 1956 having its Corporate Office at Block-1, Neyveli, Tamilnadu, represented by its Chief General Superintendent/ Medical, General Hospital, (hereinafter referred to as NLC, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees)

Whereas, NLC has outsourced the services of ………………….. at General Hospital & Block-8 Dispensary to …………………..on the terms and conditions as set out in the LOI No………………., dated……………… valued at ………………..(Rupees…………….only) for the year ………………. As per the terms and conditions of the contract, the service provider shall be vicariously liable for any act, deeds or things of the persons engaged by them for performing/providing services in terms of the Contract and compliance of all Statutory Regulations/Rules/Act/Provision etc, that are in force from time to time in all the matters relating to the Contract. The Service Provider has agreed to execute an Indemnity Bond in this regard to indemnify the NLC.

Now this deed of Indemnity witnessed that the Service Provider shall indemnify and keep indemnified the NLC from time to time against any claim, liability, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by NLC directly or indirectly by reason of any wrongful, incorrect, dishonest, fraudulent or negligent act or omission or act or deeds or things of their personnel/officials/employees etc.

The Service Provider further undertakes to indemnify and keep indemnified the NLC from any actions, proceedings, claims, charges, fines, expenses and actions of any nature whatsoever made or instituted against or caused to or suffered by NLC directly or indirectly due to non compliance of any Statutory Regulations/Rules/Act etc that are in force from time to time in all the matters relating to the Contract by them or their personnel/officials/employees etc.

The bond shall remain in force till all the dues of the NLC under this bond or by virtue of the agreement/contract have been fully paid and its claims settled or discharged.
Service Provider further agrees that NLC shall be the sole judge to decide as to whether there has been any breach of the terms and conditions of this bond and as to the extent of loss, damage, costs, charge and expenses caused to or suffered by NLC. The decision of NLC shall be final and conclusive and binding on the parties.

Station
Date:
Witness

Signature with Name & Designation
Office seal