

Amendments: Facility Management Services

June 11, 2012:

Revised Format of Financial Bid (Download).

June 14, 2012:

Pg. No.	Point No.	As per tender	May be Read As
1	4	Bidder must accept all terms and conditions unconditionally	Bidder must accept all terms and conditions unconditionally. However, variations if any may be clearly mentioned. .
2	1D	Date of start of full service within Fifteen days	Date of start of service will be within Fifteen days from the issue of work order. However skeleton deployment can be considered.
7	VI	In case of those categories which are not covered under Minimum Wages notifications, 5% of annual increase will be applicable on minimum wages and corresponding increase in the statutory components.	Instead of 5% increase, increase up to 10%, at the sole discretion of the Institute, can be allowed on the accepted amount quoted in the Financial Bid.
7	VI	Payment....within fifteen (15) days from the date of receipt of bill duly certified recommended by designated officer in charge	Payment....within seven (07) days from the date of receipt of bill duly certified & recommended by designated office in charge.
7	VI	Replacement of Staff..Any staff/employee maybe required to be replaced immediately from the site without assigning any reason whatsoever	Replacement of staff will be with mutual discussion.
11	28	The agency shall not engage any sub-contractor or sublet/transfer the contract to any other agency/person in any manner	Specialized services such as Pest control, Medical services, Façade cleaning & horticulture may be subcontracted with prior written approval of the Institute. However, such services shall totally be managed by the selected agency. Further, in terms of man power total outsourced services should not be more than 10% of total services.
12	VIII	Penalty Clause- 1) 2% of the cost of order/agreement per week upto 2 weeks delays 2) Institute may impose penalty of 25% of the wages payable for the day due to the shortfall of number of Manpower	1) -This will not be applicable for the technical items whose AMC is under IIIT. 2 Due to shortfall in number of Manpower, the Institute may impose penalty up to 25% of the wages payable for the day.. The decision of the Institute in this regard shall be final and binding on the

		<p>3) For any other breach of contract not covered in point no 1 above, Designated committee or Authority or any person nominated by or on behalf of the Institute shall be entitled to impose a penalty up to Rs. 1000/- on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.</p>	<p>Contractor/Agency.</p> <p>3) No Change</p>
19	XXIII	Termination clause	<p>For any reason, either Party may terminate this Agreement by giving prior notice of 60 (sixty) days in writing.</p> <p>In the event of termination of <u>contract by Institute</u>, the Institute shall buy back at book value all equipments and tools which the Bidder / Agency has invested in for providing the services to the Institute. The book value shall be arrived by using straight-line method of depreciation. Equipments which have specifically been purchased for providing services to the Institute shall only be bought back. For this, the Agency will be required to submit documents in proof of having purchased the items during the continuity of the Agreement / Contract. The rates of depreciation as applicable under the Companies Act, 1956 shall only be considered. Further, Equipments & Tools worth above Rs.5,000/- shall only be bought back.</p>

LIMITATION OF LIABILITY

Notwithstanding anything contained contrary in any of the provisions of this Agreement, the liability of either party against any risk other than bodily injury and statutory non-compliances shall not exceed total amount invoiced by the Agency / Bidder during the preceding financial year i.e. April to March or Rs 10 million whichever is less per occurrence.

EXCLUSION OF CONSEQUENTIAL & INDIRECT DAMAGES

Notwithstanding any provision of this Agreement to the contrary, neither party will be liable to the other party in respect of any consequential or punitive or economic loss or damage (whether or not foreseeable at the date of this Agreement and whether or not arising out of the negligence of either party) that may arise out of the performance of or breach of this Agreement including but not limited to loss of profits, loss of trade and business interruption.