

ARULMIGU PARTHASARATHY SWAMY TEMPLE
TRIPPLICANE, CHENNAI – 5

1.1 Notice inviting tender for total facility management services

Adv.RC.No.157/2014 A3 Dt. 23.05.2014

TENDER NOTICE
(Facility Management Service)

Chennai – 5, Triplicane, Arulmigu Parthasarathy Swamy Temple invites sealed tenders from established and reputed professional firms/ organizations, who are engaged and having experience in Facilities Management Services (FMS) to express their interest to provide total facility management services for house keeping, sanitation and maintenance works at Triplicane, Arulmigu Parthasarathy Swamy Temple and its related premises as listed below.

WORK DESCRIPTION:

1. Main Temple
2. Varadharaja Swamy Sannadhi
3. LakshmiNarashimar Swamy Sannadhi
4. Lakshminarashimar Swamy Kalyana Mandapam
5. Annadhanam Mandapam
6. Temple Administration Office
7. Tank and Tank Steps
8. Peyalwar Sannadhi
9. Nammalwar Sannadhi
10. 36 Pillar Mandapam and other Mandapams
11. Car Shed and premises areas
12. Annathanam Dining Hall, Kitchen, Vessels Cleaning
13. Cottages, Library, Arulmigu Anjaneyar Sannathi premises and areas in and around Temple,

14. SCOPE OF WORK

- a) Cleaning and maintaining building, toilets, bathrooms and total surrounding areas
- b) Cleaning of all rooms, furniture, carpets, doors, windows and cobwebs
- c) Washing and pressing of pillow covers, bed sheets, towels, curtain cloths, etc.,
- d) Changing of linen immediately after the vacation of the rooms by pilgrims
- e) Sweeping and cleaning of open surrounding areas totally
- f) Cleaning of floors by using scrubber with necessary human friendly cleaning materials
- g) Removal of drain blocking, disinfection the toilets using appropriate detergents, disinfectants, deodorants and insecticides, etc.,

Period of Contract:

The Period of Contract will be for 1 (one) year from the date of commencement of contract and it can be extended for further year based on performance of the contractor and necessity.

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

Eligibility (Technical Bid)

1. Minimum 5 years experience in the field of providing complete FMS
2. The firm shall be registered/ incorporated in India and they are only eligible
3. The firm / organization should have proven capabilities of providing FMS for the guest house or hostels with a minimum number of 300 rooms in each location for at least 3 (three) reputed large organizations in India during the last three years.
4. Annual turnover during the last 3 (three) financial years should be not less than Rs.500 lakhs (per year). The turn over should be exclusively from FMS contracts. This should be clearly indicated by the applicant (2011-2012 and 2012-2013 and 2013-14)

The following documents and information shall be submitted together with the technical bid:

- i. Brief description of the company/organization/firm including its structure and the number of employees.
 - Name and complete address of the organization including branches if any
 - Status of the organization : proprietor / partnerships / Regd. Company/ co-op society
 - The certificates shall be issued only by the competent authorities i.e., not less than the agreement concluded authority.
- ii. Bankers and their Addresses
- iii. Reference list of major clients with the contact details performed during the last three years giving the nature and scope of services, method and technology applied, manpower deployed, total value of the contract and other relevant details
- iv. Certificate from 3(three) organizations for whom the service provider has provided similar FMS along with scope and nature of FMS and contract value from the agreement concluded authority with the copy of agreement.
- v. Attested copies of Firm Registration Certificate, recent IT assessment order, PAN/TIN Card, Service Tax Registration Certificate, PF and ESI Registration Certificate.
- vi. Attested copies of Registration Certificate and License from the licensing officer under Contract Labour (Regulation and Abolition) Act, 1970 to carry out FMS as described earlier.
- vii. List of full-timer key employees with qualifications, experience (only senior management) and the number of years of service in the organization.
- viii. Attested copies and turnover Statement and Balance sheet of the firm/company and turnover from FMS activity for the last 3 (three) years (2011-2012 and 2012-2013 and 2013-14)

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

PROGRAM OF TENDERS:-

S.No.	Description of item	Amount/ dates
1.	Cost of Tender Documents – By way of Demand Draft drawn in favour of the Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	Rs. 100/-
2.	E.M.D (Earnest Money Deposit) to be paid along with Application – by way of DD drawn in favour of the Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	Rs. 50000/-
3.	Tender Schedules will be issued by the authorized official at the office of Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	
4.	Last date for Receipt of Tender Documents (Submission of filled tender documents)	
5.	Technical bid will be opened by the Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	
6.	The time and date of opening of financial bid will be informed after opening of the technical bid to the participants.	It will be announced by the authorities immediately after the technical bid is open and scrutinized.

All the costs and expenses associated with submission of tenders shall be borne by the applicants submitting the tenders and Arulmigu Parthasarathy Swamy Temple shall have no liability in any manner in this regard. Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 reserves right to suspend the tender process or part of the process, to accept or reject any or all tenders at any stage of the process and / or to modify the process or any part thereof at any time without assigning any reason thereto and without any obligation or liability whatsoever to anyone in connection with tenders.

For any further clarification, interested parties may contact or send their enquiries to Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5. Contact No- 044 – 28442462

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

PROGRAM OF TENDERS:-

1.	Name of work	Main Temple, Varadharaja Swamy Sannadhi, LakshmiNarashimar Swamy Sannadhi, Lakshminarashimar Swamy Kalyana Mandapam, Annadhanam Mandapam, Temple Administration Office, Tank and Tank Steps, Peyalwar Sannadhi, Nammalwar Sannadhi, 36 Pillar Mandapam and other Mandapams, Annathanam Dining Hall, Kitchen, Vessels Cleaning, Car Shed and premises areas, Cottages, Library, Arulmigu Anjaneyar Sannathi premises and areas in and around Temple,
2.	Period of contract	12 Months
3.	Form of contract	Lumpsum
4.	Cost of tender documents (Non-refundable) to be paid in the shape of Demand Draft drawn in favour of Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	Rs. 100/-
5.	EMD to be paid in the shape of Demand Draft/Bank Guarantee obtained from Nationalized or Scheduled Bank along with Application Drawn in favour of the Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5	Rs.50,000/-
6.	Tender documents will be issued	
7.	Receipt of Tender documents	
8.	Date and time of opening of Tenders a) Technical Bid b) Financial Bid	after evaluation of technical bid, the financial bid will be opened and it will be intimated immediately.

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

2.0 GENERAL CONDITIONS OF THE CONTRACT

1. INVITATION

Tenders are invited for providing total facility management services of housekeeping sanitation and maintenance of various buildings and temples at Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 and its related area as mentioned in ANNEXURE-1 from the interested organizations/firms, who are in the said field.

2. PERIOD OF CONTRACT

The contract shall be valid for a period of 12 months commencing from the date of possession of the job. The rate quoted shall be valid during the period of contract and it shall be extended further period if necessary based on the good performance of the contractor/ firm and necessity.

3. SUBMISSION AND OPENING OF TENDER DOCUMENTS

Tender document must be submitted in original duly completed along-with copies of other required documents on or before 09.06.2014 02.00 after noon. The tenders must be submitted in an envelope or paper bag of appropriate size properly sealed and affixed with adequate stamps by the firm if it is sent by post. The sealed package must be super scribed “Total facility Management services for mechanized house keeping, sanitation works etc., for Main Temple, Varadharaja Swamy Sannadhi, Lakshmi Narashimar Swamy Sannadhi, Lakshminarashimar Swamy Kalyana Mandapam, Annadhanam Mandapam, Temple Administration Office, Tank and Tank Steps, Peyalwar Sannadhi, Nammalwar Sannadhi, 36 Pillar Mandapam and other Mandapams, Car Shed and premises areas, Annathanam Dining Hall, Kitchen, Vessels Cleaning Cottages, Library, Arulmigu Anjaneyar Sannathi premises and areas in and around Temple.

Tenders received late on account of any reasons whatsoever shall be returned to tender agency unopened. Telegraphic tenders shall not be entertained. All the pages of the tender should be signed by the owner of the firm or his authorized signatory supported with a copy of the power of attorney.

TENDER DOCUMENTS SHALL BE SUBMITTED IN THREE COVERS AS DETAILED BELOW AND PROPERLY SEALED:

COVER-A (TECHNICAL BID)

Shall contain qualification data i.e. Complete set of documents listed under item number (6) under the caption Qualification criteria with all supporting documents duly attested. Shall contain complete set of Tender documents as issued (Technical bid only), duly filled in and signed by the contractor on all pages and properly sealed.

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

COVER – B (FINANCIAL BID)

Shall contain the complete set of financial bid (Price bid) of the tender document duly signed by the contractor on all pages and properly sealed.

COVER-C

The sealed cover-A & cover-B shall be kept in cover – C and the cover – C shall be sealed and submitted in the tender box within the scheduled date and time.

All covers must be sealed. If any cover found unsealed, such tender will be treated as incomplete and it will be rejected similarly.

i) **FIRST COVER (COVER-A)**

Containing Technical bid will be opened first prior to the opening of cover-B (Financial bid) by the tender opening authority and the documents will be scrutinized. Technical Evaluation of the contractor will be done based on the details provided and documents submitted in cover – A and independent verification of the performances of the tenders clients by Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5

ii) **SECOND COVER (COVER-B)**

Financial bid of those contractor who are determined as qualified after evaluation of the eligibility criteria will be opened on the date itself and it will be intimated immediately. (Financial Bid) of unqualified contractor will not be opened and will be returned along with the DD drawn and enclosed with their application to the unqualified contractor.

4. ELIGIBILITY CRITERIA FOR TENDERING

1. Minimum 5 years experience in the field of temple providing complete FMS including maintenance and Management in Electrical works, A.C. Repairs and maintenances, plumbing, Carpentering Civil Work, etc, complete.
2. The firm shall be registered/ incorporated in India and they are only eligible.
3. The firm/ organization should have proven capabilities of providing FMS for the temple guest house or Temples with a minimum number of 300 rooms in each location for at least 3 (three) reputed large organizations in India during the last three years.
4. Annual turnover during the last 3 (three) financial years should be not less than Rs.500 lakhs (per year). The turnover should be exclusively from FMS contracts. This should be clearly indicated by the applicant (2011-2012 and 2012-2013 and 2013-14)
5. Valid Registration of firm with ESI & EPF and central Excise for service Tax
6. Registration under labour laws.
7. Permanent account number issued by department of income tax
8. Clearance certificates from PF, ESI, and service Tax department.
9. The Firm/ Organization should have employed minimum 2000 men power in the field of housekeeping/mechanized housekeeping services. Provide Document Proof
10. The Firm/ Organization should have provide an 150 Certificate (9001:2008) {Scope recognized

5. Following documents and information are to be submitted along with the tender.

- a. Brief description of the company/organization/ firm including its structure and the no. of employees:
Names and address of the organization including branches if any.
Status of the organization: Proprietor / Partnership/ Registered Company/ Co-op Society.
The certificates shall be issued only by the competent authorities i.e., not less than the agreement concluded authority.
- b. Bankers and their addresses.
- c. Reference list of major clients with the contact details performed during the last three years giving the nature and scope of services, method and technology applied, manpower deployed, total value of the contract and other relevant details.
- d. Certificate from 3(three) organizations for whom the service provider has provided similar FMS along with scope and nature of FMS and contract value from the agreement concluded authority with the copy of the agreement.
- e. Experience in FMS means complete sanitation works, electrical works, A.C. maintenance, Carpenter works, plumbing, works, civil works etc., complete.
- f. Certificate from minimum 3 (three) organization for whose the service provider has provided a total FMS including all the nature of works i.e. sanitation, electrical, A.C. unit repairs, carpenter, plumbing, civil works etc., complete in the contract value from the agreement concluding authority and also copy of agreement.
- g. Attested copies of firm registration certificate, recent IT assessment order, PAN/TIN Card, service tax, registration certificate, PF & ESI registration certificates.
- h. Attested copies of registration certificates and license from the licensing officer under contract labour (Regulation & Abolition) Act, 1970 to carry out FMS as described earlier.
- i. Clearance certificates from the concerned departments in respect of PR, ESI, Service Tax etc.,
- j. List full time key employees with qualifications, experience (only senior management and the number of years of service in the organization).
- k. Attested copies of income tax statement and balance sheet of the firm/ company and turn over from the FMS activity for the last 3 (three) years 2011-2012 to 2012-2013, 2013-14, for the last three years
- l. List of equipment along with manufacturer details and number of units that will be deployed for the work.

6. Earnest Money Deposit:

Contractor have to deposit EMD for Rs.50000/- by way of Demand Draft/ Bank guarantee (valid for 6 months) obtained from any nationalized bank / scheduled bank drawn in favour of the Deputy Commissioner/ Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai-5 along with the application. No cheque will be accepted. The EMD does not bear an interest.

EMD will be forfeited in the event of any refusal or delay on the part of the successful contractor to accept the offer for award of work sign and execute the contract on acceptance of his tender. EMD shall also be liable for forfeiture in case the contractor delay the commencement of work as per the contract. EMD of unsuccessful contractor will be refunded after completion of 120 days from the date of opening of bids or after finalization of tenders whichever ever is earlier, EMD of successful contractor will be retained as security deposit and will be refunded after the completion of contract period.

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

The successful contractor has to pay an additional security deposit Rs.10000/- in the form of demand draft or bank guarantee valid for a period 12 months in favour of the Deputy Commissioner / Executive Officer, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai-5. The amount will be refunded or bank guarantee will be released immediately after the completion of the contract period subject to the condition that the contractor hand over the furniture, fittings, linen and other inventory of articles in good condition.

7. RAW MATERIALS

Contractor shall use good standard quality materials/ Chemicals/ detergents of standard quality/ make for cleaning and other allied purposes. The materials used should be environmental friendly and should not be harmful to human being. If the materials are not of desired quality, the contractors will be required to replace the same on the instructions of the Temple authorities. As regards maintenance, replacement of consumable items shall be same with that of original manufacturer or the one approved by the manufacturer if the manufacturer has discontinued in producing the parts/ spares/ consumables.

8. Assessment of efficient and prompt services

The Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 relatives the necessity of providing well lit, clean and highly hygienic rooms and surroundings to the visiting pilgrims. Thus, the performance of the contractor will be assessed through a formal feedback system. A few rooms / Places will be selected periodically by the officer of Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai-5 and the feedback form will be provided to those who are staying in the rooms to get their feedback. If the feedback goes below the rating of 5 out of 10 points, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 reserves the right to review the contract and terminate the contact.

9. Compensation towards non-attentiveness / delay

While Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 recognizes the good work of the contractor, it also would impose such deduction for services not up to the standard. Timely completion of the routine jobs and attending to the complaints are the core issue in proving prompt services. Necessary record / register are to be maintained for logging the activities as requested by Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 It is, therefore, essential that the contractor should maintain sufficient stock of frequently used materials at site and keep proper inventory/ records. Levy of compensation as above shall not absolve the contractor from his responsibilities further, suitable penalties will be imposed as compensation towards non-completion of the routine activities indicated in the scope of work. JE/ADE or such other authority designated by Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 shall be the final authority for decision in such matters which can not be challenged. The contractor has to provide excellent services with devotion Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5. The Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 will closely monitor and recognize such services and to that extent an appreciation letter will be issued to the firm.

10. Place or work and visit to site

Intending contractor shall visit the Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 to acquaint with local site conditions, nature and requirement of work, present conditions of premises/ fittings/ fixture, furniture etc., and make assessment of labour and materials, etc., required before quoting for the tender.

11. Rates, Taxes and Duties.

All the rates furnished in the tender shall be inclusive of all labour, machinery and material charges including all duties, other taxes, No extra claim on this account will in any case be entertained.

12. Income Tax

During the course of the contract period, deduction of income tax/ at 2% + surcharge, education cess, labour welfare fund as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill.

13. Tax service

The contractor shall produce proof for all the taxes paid to the concerned departments at the time of sub-mission of the periodical/ Monthly bills.

14. Equipment

Wherever required, the contractor is expected to deploy suitable and adequate number of equipment that the contractor intends to deploy for providing the facility management services should be listed. These equipments shall be permanently deployed at site and used in providing the services. An change in the list of equipment services should be listed. These equipments shall be permanently deployed at site and used in providing the services. Any change in the list of equipment shall be approved b Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5. Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 reserves the right not to approve such changes and insist that the equipment should be at site.

15. Manpower

Normally the contractor is suggested to follow the following shift timings for smooth running of the job. 1st shift 5 am to 1 pm, 2nd shift 1 pm to 9 pm, 3rd shift (General shift) 8 am to 5 pm. However the department can change the shift pattern. The contractor shall ensure to employ the minimum experienced labour force (excluding weekly-offs) as specified vide Annexure-II. But it is the responsibility of the contractor to provide satisfactory service. If necessary by engaging more manpower, during the festival period like Vaikunda Ekadasi, Saturdays during Purattasi month and other festivals etc., for which no extra payment will be made.

The contractor shall employ workers/ technicians/ supervisory staff with necessary provision for weekly offs as per labour rules and acts, without claiming any extra payment. No extra claim will be entertained for weekly off substitutions. So, the contractors are advised to inspect the areas and quote their rates accordingly. The contractor is directed to quote the rates keeping in view the present minimum wages with necessary provisions for EPF, PF, insurances, etc., as per the labour rules and acts in view.

The contractor shall quote their rates keeping present minimum labour wages as furnished here under.

S. No	Category	Minimum wages	P.F. Contribution by contractor Rs.	Total Rs.
1.	unskilled workers – 10	3306	450	3750
2.	Semi skilled workers/ Machine Operators -1	3872	528	4400
3.	Skilled workers/ Supervisor - 2	5060	690	5750

In case, the minimum wages are revised, the proportionate enhancement of wages, PF Contributions only be considered for the minimum number of deployment of workers as per Annexure-I. However, variation in prices of materials, machinery, etc, i.e., other than the labour wages will not be considered.

Necessary grooming should be done, before positioning the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any compliant on this ground shall be viewed seriously. The workers / staff employed should wear colour code uniforms, for male and for ladies staff. An indecent behavior/ suspicious activities of the staff employed shall be viewed seriously and a suitable fine shall be levied on the contractor. The contractor is also required to submit the list of the workers with photo ID with Biometric features for enrolling biometric attendance educational qualification, address proof etc, before deputing the workers. Contractor shall be solely responsible for the credentials/ acts of his staff/ workers, Contractors required to make timely payment to his staff and statutory authorities, Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 reserves the right to check the payment made to the workers and statutory authorities. The contractor shall have to ensure all the labour rules, regulations such as payment of minimum wages, contribution towards EPF Insurances, etc., the rates quoted shall be inclusive of all the above. The contractor shall pay all Taxes to the concerned departments invariably and produce proof for the same. The payment to the contractor shall henceforth be released only after submitting the EPF payment challans / returns for the previous month (where Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 would have paid the amount to the contractor)

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)

Uniforms and other supplies

The cost of uniform and other items required for due fulfillment of duties shall be borne by the bidder. Arulmigu Parthasarathy Swamy Temple, Triplicane, Chennai – 5 shall not pay any extra charges to the contractor against these items which are required for performing proper & efficient working.

16. Checks & Supervision

The contractor shall ensure that its employees perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple property shall be recovered from the amounts payable to the contractor and his security deposits. The contractor shall maintain all registers / records as per directions of Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple and submit daily / periodical reports as directed by the Chennai – 5, Triplicane, Arulmigu Parthasarathy Swamy Temple.

17. Facility manager

Contractor shall employ and post an experienced and qualified facility managers and chief Facility Manager for proper supervision, coordination and monitoring the work in the premises. They should be easily accessible at an time. The Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple reserves the right to require change of a person if the person posted is not found to be efficient.

18. Performance

It is expected that the contractor to provide high quality facility management services. Subject to conditions laid down in this document, the contractor is free to use equipment, manpower and material at appropriate level. Payment claims under contract will be entertained only when the performance of services is found to be satisfactory. The decision of the Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple in assessing the performance shall be final.

19. Payment terms

This bill shall be prepared by the contractor in the form prescribed by the Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple on monthly basis after completion of month after deduction necessary TDS, taxes, retention money etc., the bill, in proper form, must be duly accompanied by details of work carried out in that month and must show deduction for all previous payment. The contractor's Bill should be prepared based on the actual work done and in proportion to the contracted amount. If any areas/ part of the areas are deleted temporarily / permanently from the scope of work, the proportionate amount on floor area basis, will be deducted.

20. Advances

Request for making advance payment on any ground shall not be entertained.

21. Compliance with all statutory requirements:

The contractor shall comply with all statutory requirements prescribed by the local as well as central government authorities from time to time and submit a monthly report along with all the required proof of compliance to the employer along with the monthly invoice. The contractor shall produce all the relevant statutory documents for inspection by the employer and the government authorities.

22. Non-Transferability of Tender / contract.

Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple will accept the tender documents only from the parties to whom it was issued and will deal only such person or parties who are duly represented. Accordingly, the contract will be entered into with such person or parties whose name is mentioned in the tender documents. No transfer of tender or contract will be entertained.

23. Sub-letting of contract

The contractor shall not sublet the work. However, he may be required to depute specialized agencies for a particular work, approval of which may be sought from the Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple before appointing. It shall be entirely contractor's responsibility to pay timely such agencies without an implication on the work.

24. Declaration

The contractor shall have to furnish the following declaration:

- a) That the firm was not black listed by an department in Tamilnadu State Government or other State/ central Govt./ due to any reason.
- b) That the firm was not disqualified for any wrong declaration for any wrong declaration.
- c) That firm agrees to disqualification of tender forms summarily in case of wrongful representation of facts comes to notice.

25. Dispute & Differences:

Decision of the Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple regarding performance of contract, levy of compensation for delay etc., and payments for contract work of extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to the Commissioner HR&CE Department, Chennai as per The TamilNadu Hindu Religious and Charitable Endowments Act 1959 is final

26. Competent Authority for decision

It shall be accepted as an inseparable part of the contract that in matters regarding competency, efficiency, conduct and behavior, the decision of the Deputy commissioner/ Executive officer of Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple who has signed the contract, subject to the approval of the Commissioner HR & CE Department Chennai shall be final and binding on the contractor in all such matters.

27. Termination of contract.

In the services provided by the contractor are unsatisfactory or frequent complaints are received poor quality of services, the Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple authority will not hesitate to rescind the contract and terminate the contract and EMD and security under its custody shall stand to be forfeited. Consequently, the contractor shall vacate the premises within a period of 15 days of written notice. Chennai – 5, Triplicane , Arulmigu Parthasarathy Swamy Temple shall not be held liable for any cost, damage, expenses or any loss whatsoever that the contractor may suffer on being served with the winding up notice. The contractor is required to give 3 months notice in case he does not want to continue with the contract. However, under such situation, EMD and Security Deposit shall be forfeited.

28. Jurisdiction

For the purpose of the notice inviting tender for facility management services, acceptance of tender and its finalization and agreement, shall be deemed to have taken place within the state of Tamilnadu and the courts in Tamilnadu shall have jurisdiction over the matters arising under or out of this agreement.

Contractor

Deputy Commissioner / Executive Officer (Addl.Charge)