



**THE STATE TRADING CORPORATION OF INDIA LTD.,**

**"STC Trade Centre", 6<sup>th</sup> Floor,  
7/A, SFHS Nandini Layout, Bangalore – 560 096.**

**NOTICE INVITING TENDER**

**NO: STC/BLR/GAD/01/11-12**

**TENDER FOR THE WORK OF HOUSE KEEPING, SECURITY SERVICES AND MAINTENANCE &  
OPERATION OF ELECTRICAL EQUIPMENTS AT "STC TRADE CENTRE"**

The State Trading Corporation of India Ltd., (STC), Bangalore is a Public Sector Undertaking under the Ministry of Commerce & Industry, Government of India, New Delhi. The State Trading Corporation of India Ltd., invites offers for HOUSE KEEPING, SECURITY SERVICES AND MAINTENANCE & OPERATION OF ELECTRICAL EQUIPMENTS at STC Trade Centre, Nandini Layout, Bangalore.

In this connection, reputed and experienced firms which have carried out similar works and willing to provide HOUSE KEEPING, SECURITY SERVICES and MAINTENANCE & OPERATION OF ELECTRICAL EQUIPMENTS are requested to submit sealed tenders in 2 bid system (Part-I Technical Bid, Part-II Financial Bid) and collect the Tender Form from the General Administration Department on payment of Rs.1500/- (Rupees One Thousand Five Hundred Only) cash/or Demand Draft drawn in favour of STC of India Ltd., Bangalore and submit the form along with required documents in sealed cover superscribed "**Tender for Engaging HOUSE KEEPING & SECURITY SERVICES AND MAINTENANCE & OPERATION OF ELECTRICAL EQUIPMENTS**", addressed to, The Branch Manager, "STC Trade Centre", 6<sup>th</sup> Floor, 7/A, SFHS Nandini Layout, Bangalore – 560 096 by **15<sup>th</sup>** December, 2011 on or before 1500 Hrs which will be opened on 1600 Hrs. The Branch Manager, Bangalore, reserves the right to accept / reject any or all the prospective application without assigning any reasons whatsoever and his decision on all matters in this regard shall be final and binding.

The tender can be downloaded from our website [www.stc.gov.in](http://www.stc.gov.in) or [www.tender.gov.in](http://www.tender.gov.in). However, a Banker's Cheque/Demand Draft of Rs.1,500/- being cost of tender must accompanies such bids besides the EMD amount of Rs.55,000/-.

**Branch Manager  
STC of India Ltd.,  
Bangalore.**

**THE STATE TRADING CORPORATION OF INDIA LTD.,**

(Ref. Tender Notice No:STC/BLR/GAD/01/11-12)

**Tender for the work of : Providing Security, House Keeping and Maintenance & Operation of Electrical Equipments at “STC Trade Centre”, Nandini Layout, Bangalore.**

**TENDER NOTICE**

Sale of Blank tender document : From 01/12/2011 to 12/12/2011  
Last Date of Submission of Tender : On 15/12/2011 by 15.00 hrs  
Tender 1st cover Opening date and time : On 15/12/2011 at 16.00 hrs

Tender should be submitted in two sealed covers. **1st Cover - Technical Bid** - consist of all the technical details including their previous experience, nature of work carried out, number of manpower provided for each work etc and other commercial data (As at Page 17 - Form “A”) along with EMD. **2nd Cover - Financial Bid** should contain the Financial quote (Form “B”). Signed and sealed 1st and 2nd Cover should be submitted separately. The 1st cover – Technical Bid should be superscribed as **“Tender for Providing Security, Housekeeping and Maintenance & Operation of Electrical Equipments to “STC Trade Centre”, Bangalore** and the 2nd cover – Financial Bid should be super-scribed as **“Tender for Providing Security, Housekeeping and Maintenance & Operation of Electrical Equipments to “STC Trade Centre”, Bangalore**. EMD should be kept along with Technical Bid i.e.(1st Cover). Both the Covers should be kept in a single sealed cover super-scribed as **“Tender for Providing Security, Housekeeping and Maintenance & Operation of Electrical Equipments other manpower to “STC Trade Centre”, Bangalore**.

a. Submission of EMD of Rs 55,000/- is a must and should be submitted along with the tender. The EMD should be furnished only in the form of DD/ Bankers Cheque from any scheduled bank drawn in favour of STC of India Ltd., (STC) payable at Bangalore. EMD in any other form will not be accepted as valid EMD. EMD submitted by un-successful bidders will be returned within 90 days from the date of opening of Financial Bid or immediately after placing LOA on the successful bidder. Tenders received without valid EMD will be summarily rejected.

b. For due performance of the contract, the successful bidder shall have to deposit 10% of the contract value as Security Deposit either by way of keeping deposit with STC or by way of Bank guarantee before entering into an agreement.

c. The tenderers are advised to visit “STC Trade Centre”, 6<sup>th</sup> Floor, Nandini Layout, Bangalore – 560 096, on any working day between 10.00 hrs and 17.30 hrs to assess the nature and quantum of work, if required, before tendering and ascertain details from STC.

d. The tender should be clearly filled and signed in ink legibly or type written giving full address of the tenderer. The tenderer should quote in figures as well as in words the amount tendered by him. Alteration if any, unless legibly attested by the tenderer with his full signature shall invalidate the tender. The tender should be duly signed by the person authorized by the Agency. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

e. The quote shall be submitted in full in a clear and legible manner.

f. The STC does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

g) The Evaluation is done in two stages i.e. Technical Stage and Financial Stage. The Tenderer progresses from one stage to another stage, i.e. only Financial Bids of those Agencies who qualify in the Technical Stage will only be considered for Evaluation.

h) For the proper Evaluation of the proposal, if clarifications are found to be necessary STC may at its discretion ask for such clarifications TECHNICAL BID - TECHNICAL CRITERIA AND EVALUATION THEREOF.

**The Tenderer should fulfill all the following Essential Criteria.**

1) The Agency should have Average annual turnover for the last 3 years at least Rs.30.00 lakhs per annum (\*) in respect of Housekeeping, Security and Maintenance & Operation of Electrical Equipments, to any reputed Company/s located in the State of Karnataka and/ or to any Department/s of the Govt. of Karnataka and / or to any PSU/s located in the State of Karnataka or in any other State of India. The Agency should furnish the details in chronological order indicating the name and address of the Unit, the number of personnel deployed the period of deployment and the nature of services rendered along with the details of the contact person with the telephone nos. A self declared statement to this effect should be enclosed.

(\*) One similar completed work costing not less than Rs.30 lakhs per annum or Two similar completed works costing not less than Rs.20 lakhs per annum or Three similar completed works costing not less than Rs.15 lakhs per annum.

2) The Agency shall furnish EMD of Rs.55,000/- by way of DD/ Bankers Cheque drawn on any Scheduled Bank payable to STC, Bangalore.

3) The Agency shall furnish a copy of PAN Card.

- 4) The Agency should have the following registrations;
- i) Registration of the Agency with Department of Labour of State Govt.
  - ii) Registration of the Agency under Employee Provident Fund Act.
  - iii) Registration of the Agency under ESI Act
  - iv) Registration of the Agency under Service Tax Act
  - v) Registration of the Agency under Professional Tax Act of State Govt.
  - vi) Electrical License issued by the State Govt.

5) Agencies whose contracts have been terminated/foreclosed by any company/ Department during the last 5 financial years due to non-fulfillment of contractual obligations are not eligible to bid. The Agencies are required to furnish self declared certificate to this effect in their letter head. Non-furnishing of this information will entitle for rejection of the tender. The Tenderer should fulfill all the criteria detailed at Sl.No. 1 to 4 above to qualify in the Technical Bid. If a Tenderer does not fulfill any one or more of the minimum criteria prescribed/as above, he shall be disqualified. On such disqualification his Financial Bid will not be opened & will not be considered for evaluation.

The Technical Bid should be submitted in Form-A, along with enclosures “A” to “I” and also the Letter of Undertaking. The Technical Bids not in this Form or without annexures or without Letter of Undertaking shall be liable for rejection.

## **FINANCIAL -BID**

While filling up the Financial Bid the following should be noted:

- a) The minimum remuneration in respect of Housekeeping and security personnel and Maintenance & Operation of Electrical Equipments (including the supervisor) will be as per the Minimum wage payable to the personnel per month as per relevant Acts of Govt. of Karnataka excluding PF and ESI.
- b) As the cost of Material required for Housekeeping is to be loaded on the labour rates only, there is no need for the agencies to quote/mention the same in the financial bid.
- c) The agencies are advised to take note of the instructions at (a) & (b) above and submit their quotes accordingly.
- d) The agencies are free to quote their profit margin as a percentage on the billing amount. Please note that billing amount for the purpose of profit margin shall not include the cost of providing services other than House Keeping and Security Services and Maintenance & Operation of Electrical Equipments. Subject to this condition billing amount means the total manpower cost including statutory payments but excluding Service Tax.
- e) The TDS will be deducted at applicable rates from the monthly payables to the contractor.
- f) The service tax at the applicable rates will be paid by STC.
- g) Financial Bids will be opened in the presence of Tenderers/ their representatives
- h) STC will award the contract to the Tenderer, whose tender has been determined to be substantially responsive, Technically and Financially suitable, complete and in accordance with tender documents.
- i) Prior to the expiry of the period of tender validity prescribed by the STC, STC will notify the successful Tenderer, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum/s which the STC will pay to the Contractor in consideration of the execution, completion of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" (LoA) will be sent in duplicate to the successful tenderer, who will return one copy to the STC duly acknowledged and signed by the authorized signatory, within seven days from the date of issue of LoA by him. No correspondence will be entertained by the STC from the unsuccessful Tenderers.
- j) The contract shall come into force from the date of issue of LoA (Letter of Acceptance). The Letter of Acceptance will constitute a part of the contract.

k) Upon “Letter of acceptance” being signed and returned by the successful tenderer as per Clause (i) above, the STC will promptly notify the unsuccessful tenderers and discharge / return their EMD and return their unopened proposals.

l) The Financial proposals received from each Tenderer will be evaluated and ranking will be assigned, the lowest quote, being determined as L-1 and the next one L-2 and so on, provided the tenderer is determined to be substantially responsive Technically and Financially and the Financial Bid shall be submitted in Form”B” Financial bids not submitted in Form”B” shall be liable for rejection.

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## **THE STATE TRADING CORPORATION OF INDIA LTD.,**

### **GENERAL TERMS & CONDITIONS**

Please read the following terms & conditions carefully before submitting the Tender

#### **A. GENERAL INSTRUCTIONS**

1. The interested tenderes shall obtain the blank tender document in person by submitting non-refundable tender fee of Rs.1500/- by way of demand draft in favour of STC payable at Bangalore. Blank tender documents will not be sent by post.
2. Tenders shall be valid for 90 days from the date of opening of 2<sup>nd</sup> Cover (Financial Bid).
3. Conditional Tenders are liable for rejection.
4. The Successful tenderer shall enter into a contract agreement on a non-judicial stamp paper of Rs.200/- (Rupees Two hundred only) for due performance of the contract (as per contract agreement at Annexure-I).
5. The STC reserves the right to cancel or reject in full or part, any or all tenders received, without assigning any reasons.
6. Any action on the part of the tenderer to influence any officer of the STC or canvassing in any form shall render the tender liable for rejection.
7. The contract will be for a period of 12 months initially, which is extendable for further period/s, as the case may be, at the discretion of STC on mutually agreed terms and conditions.
8. The personnel deployed under the contract are the employees of the Agency and the agency will exercise the supervision and control on all the personnel deployed under this contract.
9. The personnel deployed under the contract shall not be less than 21 years of age and not more than 50 years.
10. The agency shall execute the assigned work in accordance with the requirement as detailed in the scope of work. However depending upon the requirement the STC retains the right to alter the scope of work.
11. Time is the essence of this contract. In case the Agency fails to fulfill the obligations fully and in time, the STC shall have the absolute right to take up the work at the cost and risk of the Agency and recover any and all such expenses from the amounts due to the Agency including from the Security Deposit. In such an eventuality the agency is required to make good the shortfall in security deposit within 7 days. Further the STC shall have right to impose penalty commensurate with the fault and the amount towards damages if any, shall be recovered from the running bills of the Agency/ Security Deposit.
12. Shift Timings Description Shift Timings Nos.
  - a. Supervisors – One Supervisor should be deployed for Housekeeping and Security and One Supervisor for Maintenance & Operation of Electrical Equipments.
  - b. Housekeeping - Day Shift 8.00 a.m to 5.00 p.m, (including lunch break).
  - c. Security - Two Shifts of 12 hrs each;
    - (i) 1st shift - 7.00 am to 7.00 pm
    - (ii) 2nd shift - 7.00 pm to 7.00 am

d. Maintenance & Operation of Electrical Equipments - Three Shifts

- (i) 1st shift - 7.30 am to 3.30 pm
- (ii) 2nd shift - 12.00 am to 8.00 pm
- (iii) 3rd shift - 8.00 pm to 7.30 am
- (iv) General shift – 9.00 am to 6.00 pm

**Note :** The electrical staff for maintenance & operation of Electrical Equipments will be deployed maximum in the 1<sup>st</sup> and 2<sup>nd</sup> shift to cover all types of electrical works. However, in the 3<sup>rd</sup> shift one electrician will be deployed so that he will be able to attend to any electrical emergencies. The agency should ensure that any point of time there is one electrical person to attend emergencies. Therefore the shift electrician can leave the place only the next shift person reports.

13. The Agency shall abide by all laws and regulations and statutory obligations in force from time to time including labour laws and shall indemnify the STC from any claims in this regard. This includes: Workmen compensation Act, Contract Labour (Abolition & Regulation) Act 1970, Minimum Wages Act, Employee Provident Fund Act, ESI Act, and any other act or legislation, which may govern the nature of the service contract.

14. In case the quality of the work is not satisfactory, STC is at liberty to terminate the contract/work order as a whole and Security deposit be forfeited. The Agency will have no claims whatsoever on this account on STC.

15. In case it is found that the work done/Service provided is of inferior quality and proper care was not taken at the time of execution of the Work/rendering service, the Agency shall remain liable to pay compensation to the STC for the inferior works/Services as determined by the STC. Such amount shall be deducted from any sum due to the Agency, including payments pertaining to any other work/Services within the STC contracts.

16. The rates agreed in the tender are firm in nature. Except those cost which are specifically agreed herein, no additional cost towards transportation, material, equipments, consumables required to execute the contract will be entertained. However, water and electricity required for the work may be used free of cost from the STC.

17. Agency will be fully responsible for any accident or mishap involving workers engaged by the Agency and shall make good the claims on STC if any claimed by the victims. The Agency shall indemnify the STC from any claims arising out of accidents, disabilities of any nature or death or claims arising out of provisions under all applicable labour laws, or claims of any other nature in respect of all workers engaged by the Agency. The Agency will fully indemnify STC against all claims in this regard.

18. The Agency should not sublet the contract. If the Agency found to have sublet the contract, the contract will be terminated at the risk and cost of the contractor concerned.

19. The STC through its authorized Officers is free to issue instructions required from time to time to carry out the assigned functions professionally. All such instructions received by the authorized representative on behalf of the Agency shall be deemed to have been received by the Agency within the scope of this work order.



20. The agency shall issue a formal appointment letter to all the personnel deployed under this contract indicating the name, designation, wage rate, amount of PF both employer's contribution and employee's contribution as required under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit copy of the same duly acknowledged by the appointee to the Branch Manager for reference and records of STC. A list of employees deployed under this contract with their detailed bio-data shall be made available to STC along with their passport size photo. Any subsequent changes should be informed immediately.

21. The agency shall issue Photo ID cards to all its employees with the agency's Logo & Name and Designation of the employee deployed within a period of one month.

22. The Agency shall be liable to pay compensation for any loss & damage caused to the property of the STC or its Staff Members/Officers/Visitors by the Agency or his workers.

23. The Agency shall be personally responsible for the conduct of his staff and in case of any complaint against any of his staff; the Agency will be under an obligation to change the worker concerned when the same is instructed by STC authority.

24. The Agency shall keep in mind the rules & regulations of the STC in force and instructions issued from time-to-time while discharging the assigned services. The STC will be free to take action against the Agency for violating the same.

25. The Contract can be terminated by either party by giving 3 months notice.

26. The Housekeeping services are required to be carried out on all working days and also on holidays including Sundays if required. Security services are required 24 hours each day.

27. The personnel engaged by the Agency should have minimum literacy level i.e. a pass in Standard V for House Keeping and 10<sup>th</sup> Std for Security Services and required technical qualification for persons deployed for Maintenance and Operation of Electrical Equipments.

28. If any employee comes late or proceeds on leave or absents himself/herself, it will be the responsibility of the contractor to provide a suitable substitute immediately to ensure uninterrupted services.

#### 29. LOSS/LIABILITY:

The Agency shall be responsible for vigil and security of STC office, entire building premises, goods, furniture & fixtures, equipments, cash, vehicles etc. They shall put in place a system with due approval of STC by which only authorized person/s enter the STC premises and a register is kept for recording the movement of visitors. In case of theft pilferage or robbery, the responsibility for such event shall lie on the Agency for dereliction/negligence in duty and the agency shall make good the loss, if any to STC unless otherwise proved by the Agency, through investigation. The investigation of such cases should be conducted by competent professional at Agency's cost.

30. Increase or decrease of personnel deployed : The numbers of personnel required can be increased/ decreased at the discretion of company at any time during the period of contract. The rate payable/deducted on such increase/decrease shall be at the same rate as per the contract. It is mandatory on the part of the Agency either to increase/decrease the number of personnel as and when directed by STC immediately.

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## **THE STATE TRADING CORPORATION OF INDIA LTD.,**

### **B. SCOPE OF SERVICES**

#### **Introduction**

The State Trading Corporation of India Ltd., (STC) is a Public Sector Undertaking under the Ministry of Commerce & Industry, Government of India, having its branch office at “STC Trade Centre”, 6<sup>th</sup> Floor, No.7/A, SFHS Nandini Layout, Bangalore – 560 096.

STC intends to avail the Services of Agency providing Housekeeping including gardening, Security and Maintenance & Operation of Electrical Equipments at STC Trade Centre, Bangalore, on outsourcing basis.

The scope of work is given below :

The House Keeping Services is to be carried out in the following places of the building.

- Maintenance of Lower Basement, Upper Basement where vehicle parking is provided.
- Maintenance of peripheral area of the building, including adjacent areas to compound walls on the road side.
- Maintenance of entrance Lobby, Lift Lobby.
- Complete working space of the office on the 6<sup>th</sup> floor occupied by STC including conference room.
- Entrance and Exit gates, Security Cabins.
- Terrace Floors.
- Sub-Station Building both the floors including its toilet.
- All toilets in 6<sup>th</sup> floor.
- Maintenance of Plants and Lawns planted in and around the “STC Trade Centre”, including watering, upkeep of plants, manuring etc., complete.

Security Services is to be provided for 24 hours at both entry and exit gates, lower basement, upper basement and sixth floor and entrance to ground floor.

Maintenance and Operation of Electrical Equipments.

The following electrical equipments are to be maintained and operated by the electrical staff.

- 500 KVA Diesel Generating Set
- 500 KVA Sub-Station
- Fire Detection System
- Fire Extinguisher
- Omega Lift – 2 Nos.
- Transformer with RMU and metering cubicle.
- Fire Fighting Pumps both Diesel and Electrical.
- Blue Star Air Conditioning Systems installed for the entire building.
- Public Address System.
- General Lighting in various floors with DBs, street lights within the premises, Logo Sign Board at Terrace.

- HT & LT Control and Relay Panels and breakers, AMF Panel.
- Raising Main Panel, Trunking-cum-Bus, Breakers
- Sliding Gate Systems and Sliding Entrance Glass Doors.

The Manpower required to perform the above works in House Keeping, Security and Maintenance and Operation of Electrical Equipments in different categories are to be assessed by the Tenderer for carrying out the work effectively and efficiently by visiting the office premises in advance including the plumbers etc., and quote the requirement of manpower accordingly. However, in order to ensure smooth functioning of the day to day work and to provide proper guidance to other staff, a qualified and experienced engineer to be engaged as **“Project Engineering Advisor”** by the Agency. The upper age limit mentioned in Sl.No.9 in terms and conditions is not applicable for this post. Hence, qualified and experienced retired person can also be employed for this post. The person to be engaged as Project Engineering Advisor is to be approved and accepted by STC :

Sl.No	Particulars	No of persons
1.	Project Engineering Advisor	
	a) Civil	One
	b) Electrical	One
2.	Supervisor :	
	a) House keeping & Security Services	One
	b) Electrical Services	One
3.	Housekeepers	
	a) House Keeping Staff	Seven
	b) Plumber	One
4.	Security Guards	Six
5.	Personnel for Maintenance & Operation of Electrical Equipments.	
	a) Electricians/Lift Operators	Three
	b) Fire Fighting & DG Set Operator	Two

### 1. Functions of ‘Security Personnel’.

The Agency will provide security services to the office, 24 hours on all days, including general holidays, public holidays. The Agency shall arrange to safeguard the building premises, goods & vehicles and materials and any other properties in and around the office premises of STC by posting security guards in such a manner and at such points as may be specified and patrol the

required area at all times. The personnel deployed are expected to keep a vigil and check on the movement of visitors and vehicles and make entries in the register at the entry and exit points. Wherever necessary the routine check of the persons visiting the office during working days is to be carried out. The personnel deployed ought to be Polite and Firm, Disciplined, Physically Fit and Alert, Neatly Dressed in Uniform. The Supervisor of the Agency shall take regular rounds to ensure proper security especially during the night shifts to ascertain the performance of the security guards deployed and shall see that corrective action suggested by STC is complied & compliance report given to STC in the next day morning.

## **2. Functions of ‘Housekeeping Personnel’.**

The house keeping personnel shall carry out the cleaning and other connected operations at daily/weekly/fortnightly frequencies as enumerated below by using appropriate cleaning materials of approved quality and make. The required plumbing work will also be carried out by the House Keeping Staff in the entire building. Further maintenance of Gardening and Lawns.

### **DAILY OPERATIONS:**

- a) Sweeping the basements, peripheral area, Ground Floor Lobby Area, entire Stair Case Area, entire floor area of the Office once a day in the morning and again as and when required including dusting by Vacuum Cleaner.
- b) Wet mopping the entire floor area of the office once a day in the morning with disinfectants and deodorants.
- c) Cleaning of toilets, wash basins with disinfectants twice a day and again, as and when called for.
- d) Dusting and cleaning of doors windows, furniture, fixtures, glass partitions, electrical fixtures and other equipments like computers, cubicles, table tops, chairs, side racks, drawer boxes, filing racks, cupboards, cabinets, paper trays, flower vases, Telephones etc. with wet cloth and vacuum cleaner.
- e) Clearing and cleaning of dust bins/waste paper baskets twice a day in the morning and in the afternoon.
- f) Washing and cleaning of drinking water glasses, cups & saucers, flasks, plates, spoons, coolers once a day in the morning.
- g) Spraying of room perfumes wherever required and as directed.
- h) cleaning of pantry area.
- i) upkeep of sub-station area.
- j) Any other specific jobs assigned from time to time connected with housekeeping.

### **WEEKLY OPERATIONS:**

- k) Thorough cleaning of furniture, Venetian and vertical blinds, partitions, doors/knobs and window glasses/grills with soap water.
- l) Thorough wash of all toilets with chemical, acids, detergents etc.
- m) Cleaning of all light fittings like ceiling/pedestal fans, tube light fittings, air conditioners etc.
- n) Removing of cobwebs.
- o) Polishing of the metal name plates/boards.

- p) Thorough cleaning of walls, floors, electrical fittings and ceiling of the office building.
- q) The Plumber should rectify the leakages etc., weekly once and whenever required.
- r) Cleaning of Terrace.
- s) Upkeep and Maintenance of Gardening and lawns in “STC Trade Centre”.

#### **FORTNIGHTLY OPERATIONS:**

- t) Spraying of disinfectants in and around the building, toilets, pantry etc.
- u) Removing of stains and spills on the table tops with suitable solvents.

#### **MONTHLY OPERATIONS:**

- v) Sweeping and brushing of entire floor area on 6<sup>th</sup> floors with water and necessary chemicals.
- w) Removing accumulated stains at the edges of the walls.
- x) Cleaning and Dusting of wooden/steel office furniture.
- y) Cleaning & removing stains from Rexene & external part of the office/staircases/landings etc.
- z) Removing cobwebs etc., from internal and external part of the office / staircases/ landings etc.

### **3. Functions of “Maintenance & operations of Electrical equipments”**

The staff employed should have required technical qualification to handled electrical equipments

#### **DAILY OPERATIONS :**

- Electrician will inspect the electrical systems on daily basis by switching on them for their sound condition and operate them as when required.
- Checking the smooth functioning of the electrical system on 6<sup>th</sup> floor and common area of all the floors.
- Report complaints to local authorities / State Electricity Board in case of power failure.
- Will check UG Tank water level, overhead tank water level.
- Check the batteries of DG Set etc.,
- Operating the Lifts as per the requirement of the users.
- Attend to any electrical emergencies.
- Up keep of sub-stance, DG Room, AHU Room on 6<sup>th</sup> Floor, Pump Room, Lift Machine Room.
- Check the Diesel Level in the Diesel Tank and inform the STC as soon as it reaches the critical / minimum level.
- Maintaining various log books and reporting the same to the concerned in STC.
- Operating of DG Sets as and when required.
- Electrician will carry out all mandatory tests of electrical equipments and take proper corrective measures required.
- Checking the smooth functioning of the Fire Alarm System and equipments installed in the building.

## **WEEKLY OPERATIONS :**

- Cleanliness of electrical cables, cable trays, wire and gadgets in the common areas, exposed ducts, piping at Basement.
- Electrical connections are maintained properly.
- Insulation of live connections and joints in live wires are done properly.
- Detailed inspection of LT/HT panels is undertaken.

**Note :** 1. Required Annual Maintenance Contract of the original equipment manufacturers (OEM) will be taken by STC to ensure smooth function of various equipments. The Agency which takes the operation of the electrical equipment should ensure proper AMC schedule and co-ordinate with OEMs.

2. The electrical consumables like starter, choke, tube lights, bulbs, fuses etc., required will be provided by STC and the agency will have to ensure proper replacement of fused ones / worn ones.

## **4. Functions of Supervisor:**

The respective Supervisor shall supervise all the personnel deployed by the Agency i.e. Housekeeping, Security services and Maintenance and Operation of Electrical Equipments personnel required under this contract. He must have educational qualification not less than PUC with relevant experience to handle the assignment. Further, the supervisor of the House Keeping shall be the custodian of Housekeeping & cleaning materials. He shall maintain stock register to this effect clearly indicating Receipt, issue and usage. Irrespective of timings it is his duty to ensure punctuality and attendance of the personnel in respective area of service, to ensure presence of required number of persons in the respective shifts, to make alternative arrangements in case of absence, persons on leave so that assigned work should not be hampered, to carryout quality performance checks of all the personnel at frequent intervals and put in place the corrective measures as may be required. The Supervisors shall act as a contact point to receive instructions time to time from STC and act upon them.

## **C. THE AGENCY WILL PROVIDE: -**

1. Uniforms - (Separate Uniforms for House Keeping, Security personnel and Maintenance and Operation of Electrical Equipments personnel) Two Sets of Uniforms to their workers as approved by STC shall be provided. Agency should ensure that each worker while on duty always wears neat and tidy uniform. Fine will be imposed on the agency if the worker/s is/are found without proper uniform.

2. Identity Cards – House Keeping, Security Personnel and Maintenance and Operation of Electrical Equipments Personnel. The contractor will issue identity cards to his workers/supervisors/ security guards/electrical staff etc. Any worker found without identity card will not be permitted to enter the premises.

#### **D. MATERIALS FOR HOUSE KEEPING :**

All the consumables required for housekeeping and cleaning services such as brooms, mops, detergents, liquid soap, floor cleaner, phenol, soap oil, liquid glass cleaner, duster cloths, harpic toilet cleaner, Hit Spray, Plastic Buckets, dish wash soaps, toilet paper, urinal cakes, odomisers, room freshners and tissue papers etc., and required plumbing & gardening tools and equipments and manure shall have to be provided by the agency. The cost of cleaning material for housekeeping services **shall not be** reimbursed to the agency separately. The materials used for cleaning shall be of good quality as approved by the STC. The cost of housekeeping materials supplied is to be loaded on to the labour rate to be quoted by the Agency as the same is not paid for separately.

#### **E. GENERAL INSTRUCTIONS :**

1. To prevent disputes and litigations, it shall be accepted as an inseparable part of this contract that in matters regarding work, interpretation of contract, mode of procedure to carrying out the work, the decision of STC shall be final and binding on the Agency. The record maintenance, formats for reporting performance, MIS reports etc., shall be as would be prescribed by STC.
2. For all matters arising out of this contract either between the agency and the STC or between the personnel deployed by the agency with the STC/Agency, the jurisdiction of the Court shall be at Bangalore.
3. The STC reserves the right to extend or foreclose the contract depending upon the exigency and the Agency shall continue to provide the service on the terms and conditions as mutually agreed during the extended period in the event of any extension given.
4. The personnel provided by the Agency should have good knowledge of Kannada & English both for conversation as well as for reporting purpose.
5. The Agency will meet the Manager (GAD) periodically and obtain instructions in respect of short comings if any, of their performance.

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## TECHNICAL BID SUBMISSION FORM

FROM :

(Name & Address of Tenderer)

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TO:

The Branch Manager,  
The STC of India Ltd.,  
“STC Trade Centre”, 6<sup>th</sup> Floor,  
No.7/A, SFHS Nandini Layout,  
Bangalore-560 096.

Sir,

**Subject: Hiring of Contractor for providing House Keeping Service, Security Services and Maintenance and Operation of Electrical Equipments.**

We, the undersigned, offer to provide the above services in accordance with the Tender No. **STC/BLR/GAD/01/11-12.** We hereby submit our Proposal which includes Technical Bid and Financial Bid each one sealed under separate envelopes.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:



THE STATE TRADING CORPORATION OF INDIA LTD.,

**Name of Work : Tender for House Keeping, Security Services and Maintenance and Operation of Electrical Equipments at “STC Trade Centre”.**

Date: \_\_\_\_\_

**Form-“A”**

**TECHNICAL BID**

A. Format for submission of Technical Bid:

Sl.No.	Minimum criteria prescribed Documents/ Details to be furnished	Whether the Tenderer has minimum qualifications prescribed (say Yes or No)
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1. The Agency should have Average Annual Turnover for the last 3 years at least Rs.30.00 lakhs per annum (\*) in respect of Housekeeping, Security and Maintenance and Operation of Electrical Equipments, to any reputed Company/s located in the State of Karnataka and/ or to any Department/s of the Govt. of Karnataka and / or to any PSU/s located in the State of Karnataka or in any other State of India. The Agency should furnish the details in chronological order indicating the name and address of the Unit, the number of personnel deployed, the period of deployment and the nature of services rendered along with the details of the contact person with the telephone nos. A self declared statement to this effect should be enclosed as Annexure ”A”.

(\*) One similar completed work costing not less than Rs.30 lakhs per annum **or** Two similar completed works costing not less than Rs.20 lakhs per annum **or** Three similar completed works costing not less than Rs.15 lakhs per annum.

2. The Agency shall furnish EMD of Rs.55,000/- by way of DD/ Bankers Cheque drawn on any Scheduled Bank payable to STC, Bangalore EMD of Rs.55,000/- by way of DD/ Bankers Cheque.
3. The Agency shall furnish a copy of PAN Card as Annexure “B”

4. The Agency should have the following registrations;
- i) Registration of the Agency with Department of Labour State Govt.
  - ii) Registration of the Agency under Employee Provident Fund Act.
  - iii) Registration of the Agency under ESI Act
  - iv) Registration of the Agency under Service Tax Act
  - v) Registration of the Agency under Professional Tax Act of State Govt.
  - vi) Electrical License issued by State Govt.

Submit the Registration copies under the respective Acts as :

Annexure "C"

Annexure "D"

Annexure "E"

Annexure "F"

Annexure "G"

Annexure "H"

5. Agencies whose contracts have been terminated/foreclosed by any company/ Department during the last 5 financial years due to non-fulfillment of contractual obligations are not eligible to bid. The Agencies are required to furnish self declared certificate to this effect in their letter head. Non-furnishing of this information will entitle for rejection of the tender Self declared statement as Annexure "I"

Date:

Signature of Tenderer, Seal & address

THE STATE TRADING CORPORATION OF INDIA LTD.,

**LETTER OF UNDERTAKING**

(To be submitted as part of Technical Bid)

**Name of Work : Tender for House Keeping, Security Services and Maintenance and  
Operation of Electrical Equipments at “STC Trade Centre”.**

Date: \_\_\_\_\_

To,

The Branch Manager,  
The STC of India Ltd.,  
“STC Trade Centre”, 6<sup>th</sup> Floor,  
No.7/A, SFHS Nandini Layout,  
BANGALORE – 560 096.

Sir,

Sub: Tender for providing Security, House Keeping and Maintenance & Operation of Electrical Equipments at “STC Trade Centre”, Bangalore.

We..... do hereby tender as per the quoted rates and in all respects in accordance with the conditions applicable. If our tender is accepted; we agree to pay 10 percent of contract value towards security deposit in the form of Bank Guarantee (‘BG’) for the due fulfillment of the contractual obligations.

We hereby distinctly and expressly declare and acknowledge that before submission of this tender; we have carefully followed and understood the instructions and we have made examination of contract documents and location where the Security, Housekeeping and Maintenance & Operation of Electrical Equipments personnel are to be deployed. We distinctly agree that we would hereafter make no claim or demand upon the Corporation based upon or arising out of any alleged misunderstanding or misconceptions or mistake on our part of the said contract, agreements, stipulations, restrictions and conditions. Any Notice required to be served on us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at our address furnished in this tender documents.

We fully understand the terms and conditions of the contract to be entered into between us and the Corporation and the written agreement shall govern the rights and duties of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by us and the Corporation.

We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the FINANCIAL BID and in case the tender is withdrawn by us within the validity period or the contract if awarded is not accepted. We understand that our “Earnest Money Deposit” submitted along with the tender to STC will be liable for forfeiture. The rate quoted is firm and we will execute the work as per the rates quoted in the attached schedule and hereby bind ourselves to carry out the work during the entire contract period as per the letter of acceptance of the tender/contract.

A sum of Rs.55,000/- is hereby forwarded as Earnest Money in the form of Demand Draft /Banker’s Cheque drawn in favour of STC from a Scheduled bank. We are aware that the EMD will not bear any interest. The full value of the Earnest Money shall stand forfeited without prejudice to any other right to remedies if:-

- a) We do not execute the contract documents immediately after getting intimation from STC.
- b) We do not commence the work within 15 days from issue of the LoA/contract to that effect.

On acceptance of the tender offer and Issue of Letter of Acceptance the Letter of Acceptance shall constitute a binding contract between us, till contract is signed by us & STC.

We also hereby agree to abide by the rules and regulations of the STC, general conditions of the contract as amended from time to time and to carry out the work according to the instructions, specifications and special conditions of the contract when it is signed.

Date : \_\_\_\_\_

Signature of the Agency & Seal:

Address for Correspondence: \_\_\_\_\_.

THE STATE TRADING CORPORATION OF INDIA LTD.,

**Name of Work : Tender for House Keeping, Security Services and Maintenance and Operation of Electrical Equipments at “STC Trade Centre”.**

Date: \_\_\_\_\_

**Form “B”**

**FINANCIAL BID**

(Format to submit the Financial Bid)

Sl.No	Particulars	No of persons	Rate per person per month (including statutory payments)	Amount (in Rs.)
1.	Project Engineering Advisor			
	a) Civil	One		
	b) Electrical	One		
2.	Supervisor :			
	a) Housekeeping & Security Services	One		
	b) Electrical Services	One		
3.	Housekeepers			
	a) House Keeping Staff	Seven		
	b) Plumber	One		
4.	Security Guards	Six		
5.	Personnel for Maintenance & Operation of Electrical allied Equipments.			
	a) Electricians/Lift Operators	Three		
	b) Fire Fighting & DG Set Operator	Two		
<hr/>				
			TOTAL AMOUNT	
6.	Rate of Service Charge on Total Billing Amount in percentage, which includes cost of providing Housekeeping services, Security services and Maintenance & Operation of Electrical equipments, Statutory Payments there on and material cost (which should not in any case, be less than Rs.11,500/- per month) but excluding Service Tax.		_____ %	
<hr/>				
GRAND TOTAL				

- Note:** 1. The Agencies are required to quote their service charges, statutory payments thereon and material cost as a percentage of Billing amount in respect of Housekeeping, Security Services and Maintenance and Operation of Electrical Equipment Personnel.
2. The rates quoted shall be exclusive of Service Tax. The Service Tax at the applicable rates will be paid by STC.

Date:

Signature of the Tenderer with Seal &Address

**FORM OF AGREEMENT**

This CONTRACT AGREEMENT, namely, Contract for providing Security, House Keeping and Maintenance & Operation of Electrical Equipments to STC Trade Centre, Bangalore (hereinafter called the “Contract”) is made the.....day of the month of ....., 2011, between The State Trading Corporation of India Limited, hereinafter called the “STC” on one hand and (Name of the Agency) .....(hereinafter called the “ Agency”) on the another hand.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) Notice Inviting Tender
- (b) Form of Tender with Appendix, if any
- (c) Written clarifications, if any issued by STC
- (d) Letter of acceptance
- (e) Technical Offer
- (f) Financial Offer
- (g) General Conditions of Contract
- (h) Addendums, if any

2. In consideration of the payments to be made by the STC to the Agency as hereinafter mentioned, the Agency hereby covenants with the STC to render services by\*\*.....and in conformity in all respects with the provisions of the Contract.

3. STC hereby covenants to pay the Agency in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price as agreed to in this contract, but not exceeding \*\*Rs..... Being the sum stated in the letter of acceptance, subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**4 . OBLIGATION OF THE AGENCY :**

The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the STC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

5. The staff / labour recruited by the Agency will be the sole responsibility of the Agency and STC will not be involved in it in any way. The staff / labour so recruited by the Agency will not have any right whatsoever at any stage to claim employment in STC.

## 6. JURISDICTION OF COURT

The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out of this Contract Agreement between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF THE STATE  
TRADING CORPORATION OF INDIA LTD.

FOR AND ON BEHALF  
OF [NAME OF THE AGENCY]

BRANCH MANAGER

[Authorized Representative]

WITNESS

1.

2 .

Note: \*\* Blanks to be filled by the STC at the time of finalization of the Form of Agreement.



THE STATE TRADING CORPORATION OF INDIA LTD.,

**Name of Work : Tender for House Keeping, Security Services and Maintenance and Operation of Electrical Equipments at “STC Trade Centre”.**

**GENERAL CONDITIONS OF CONTRACT**

The following conditions will govern the contract.

**1. GENERAL PROVISIONS**

**1.1. Definitions.**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instructions having the force of law in India, as they may be issued and in force from time to time.
- (b) “Contract” means the Contract signed by the Parties.
- (c) “Effective date” means the date on which this Contract comes into force.
- (d) “Cleaning & House Keeping” means keeping the subject properties like floor area of the office building, Tables, Chairs, Communication/other equipments, neat and tidy, at all times, in the manner & as required by STC.
- (e) “Company” means The State Trading Corporation of India Ltd., Bangalore.
- (f) “The Contractor” means the Contractor to which the contract of providing Cleaning and Housekeeping Services and, Manpower for Security and Maintenance and Operation of Electrical Equipment is awarded under this Contract.
- (g) “Personnel deployed by the Contractor” means all the personnel deployed by the Contractor ie. Project Engineering Advisor, Supervisors, Support and other staff, for all the times to carry out the functions relating to Cleaning and Housekeeping, Security Services and Maintenance and Operation of Electrical Equipments under this Contract. All the personnel deployed under this contract by the Contractor will be the employees of the Contractor and not the employees of the Company.
- (h) “Service” means the services to be performed by the Contractor under this Contract including House Keeping, Security Services and other services.
- (i) “Security Services” means providing protection & safety to the STC’s properties, personnel and visitors while they are in the STC premises and includes taking precautionary and preventive measures for this purpose.

**1.2. Law governing the Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

**1.3. Notices:**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the Communication is addressed, or when sent by courier or by Registered post, fax, telegram, email to such Party at the address specified in the Tender Documents.

#### 1.4 Commencement of Services:

The Contractor shall commence the Services on the date approved by STC.

#### 1.5 Expiry of Contract:

Unless terminated earlier pursuant to Clause-2 below, this contract shall terminate at the end of 12 months from the date of commencement of the contract.

#### 1.6 Right to review the Man Power requirement:

The Company reserves the rights to review the requirement of services under this contract periodically and accordingly increase or decrease the manpower and related requirements, as the circumstances may warrant. Any such decrease or increase notified is binding on the Contractor and all the changes will be at the existing and agreed rates only.

#### 2.0 Termination:

STC reserves the right to terminate the contract by giving not less than 30 days notice in the following circumstances.

2.1 If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt of notice of failure from STC or within such further time period as STC may have subsequently approved in writing.

2.2 If the Contractor (or any of their Members) becomes insolvent or bankrupt.

2.3 If the STC has reason to believe that the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

2.4 STC, in its judgment, has reasons to believe that the Contractor has breached any of the terms of contract or lacking in their professional service and conduct, their performance, integrity have caused financial loss.

#### 3.0 Disbursement of wages/ salaries to the personnel deployed by the Contractor:

The Contractor shall disburse the wages to all the personnel deployed under this contract through bank account i.e, by RTGS preferably on or before 7th of the succeeding month. No cash payments shall be made. The Contractor shall arrange to remit all statutory payments like PF, ESI, EDLI and Professional Tax, Service Tax etc., to the designated statutory authority along with the Contractor's portion of contribution, wherever applicable, at the applicable rates within the stipulated time limits

3.1 Contractor shall maintain proper records/ registers as required under the PF Act, ESI Act, and Contract Labour (R&A) Act, Minimum Wages Act and other relevant enactments thereon and comply statutory requirements there under. The records/ registers so maintained shall be produced for verification as and when required by STC, Central/ State Government agencies.

3.2 Contractor shall issue individual appointment orders furnishing the details of service for which they are engaged and the terms of their employment, including the rate of wage, rate of statutory remittances applicable and so on and shall maintain records thereof, including date of joining and date of relief etc.

3.3 Contractor shall maintain the acquaintance register, pay roll register and other relevant particulars of all the personnel deployed under this Contract.

#### 4.0 Payment of Bills.

The Contractor shall raise monthly bills for all the services rendered under this contract in the name of STC and submit the same for payment within 10th of the succeeding month. The bills shall be submitted with the service wise details. The bills also shall accompany the copies of statutory remittance challans like PF, ESI, Service Tax etc, for the previous month. The bills will be paid within 10 days of receipt thereof.

4.1 All payments under this contract shall be made in Indian Rupees only.

4.3 All payments under this contract shall be made to the account of the Contractor as specifically declared by the Contractor and agreed by the STC.

#### 5.0 Contractor's Undertakings:

5.1 The Contractor shall possess the requisite experience and manpower required to discharge its obligations in accordance with the terms and conditions of this Contract. The details of manpower that will be deployed for rendering services under this contract shall be as per the details given by STC in the tender documents and the amendments if any agreed thereof by STC.

5.2 The Contractor shall not incur any liability on behalf of the STC nor make any contract binding upon the STC unless specifically authorized by the STC.

5.3 The Contractor, during the term of this contract shall not enter into any agreement contracts or arrangements with any third party which will in any way limit or adversely affect the exercise by the STC of its rights under this Contract otherwise which will adversely affect the value of the Commercial Rights in any way.

5.4 One person each shall be nominated by STC and the Contractor as the respective interface for all kinds of information exchange. Each will be entitled to assume that approval given has the approval of the competent authority in the respective organizations.

5.5 Where STC instructs that a specific assignment in respect of any service under this contract to be undertaken within a specified time limits, it shall be mandatory on the part of the Contractor to comply with the same.

5.6 The Contractor's service charges agreed in this contract shall be the only sole remuneration of the Contractor for rendering services under this contract. The Contractor shall not accept any commission, discount, or similar payment in connection with the activities pursuant to this contract or profit from lower payments than at agreed rates to personnel engaged. The Contractor shall use its best efforts to ensure that the personnel and agents deployed by them under this contract shall not indulge in such activities.

5.7 The Contractor and the personnel deployed under this contract shall not disclose any proprietary or confidential information relating to the Services under this Contract or relating to the business activities of STC without prior written consent of STC.

6. Insurance to be taken: The Contractor shall take insurance policy as approved by STC, extending insurance coverage for its men material and equipments deployed under this Contract against the risks and shall cause to show the copy of valid insurance policy to this effect to STC whenever called for.

7. Accounting, Inspection and Auditing: The Contractor shall keep accurate and systematic accounts and records in respect of the Services in accordance with the accepted accounting principles and shall permit STC or its designated representative periodically and up to one year from the expiration or termination of this Contract to inspect the same and make copies thereof.

8. Settlement of Disputes:

Disputes shall be settled by arbitration in accordance with the following provisions :

8.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to The Chairman and Managing Director, STC of India Ltd., New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, The Chairman and Managing Director, STC of India Ltd., New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, STC and the contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 8.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 8.2 Rules of Procedure :

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India, or any modifications thereof.

#### 8.2 Substitute Arbitrators :

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

#### 8.3 Qualifications of Arbitrators :

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.1 hereof shall be a nationally recognized legal or financial expert with extensive experience in relation to the matter in dispute.

#### 8.4 Miscellaneous :

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.
- (b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (c) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
- (d) The cost of arbitration shall be borne by the respective Parties.

#### 9. Court Jurisdiction:

For all matters arising out of this contract, either between the Contractor and the Company, between the Personnel deployed and the Contractor or between the Personnel deployed by the Contractor and the Company, the jurisdiction of the court shall be at BANGALORE.

#### 10. Loss caused by the Contractor:

If any loss or damage is caused to the Company by non compliance of the obligations under this contract by the Contractor, the Contractor is liable to make good such losses and the Company shall be entitled to recover the same from the Contractor, from its bill and STC's decision in this regard shall be final and binding on the Contractor.

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