



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

(केन्द्रीय विश्वविद्यालय अधिनियम, 2009 के अधीन स्थापित)

निविदा सं. 09/2015/हि.प्र.के.वि.

दिनांक : 28.07.2015

टेंडर आमंत्रण सूचना

हाउसकीपिंग एवं सामान्य सेवाओं हेतु एजेंसियों के एम्पनेल्मेंट के लिए तकनीकी और वित्तीय बोलियों के साथ (दोनों बोलियां अलग-अलग लिफाफों में) मोहरबंद टेंडर आमंत्रित किये जाते हैं। निबंधन एवं शर्तों सहित टेंडर फॉर्म को विश्वविद्यालय की वेबसाइट www.cuhimachal.ac.in से डाउनलोड किया जा सकता है।

इच्छुक एवं पात्रता रखने वाली पार्टियों द्वारा निर्धारित फॉर्मेट में टेंडरों के साथ प्रोसेसिंग शुल्क के रूप में 500/- रुपये का डिमांड ड्राफ्ट और टेंडर दस्तावेज में यथानिर्धारित बयाना राशि **20 अगस्त, 2015 (अपराह्न 03.00 बजे)** तक जमा कराई जाए। टेंडरों को टेंडर दस्तावेज में इंगित तिथि, स्थान और समय पर खोला जाएगा।

कुलसचिव

कैंप कार्यालय, एचपीसीए क्रिकेट स्टेडियम के पास, धर्मशाला, जिला काँगड़ा, हिमाचल प्रदेश - 176215

ईमेल : registrar.cuhimachal@gmail.com, दूरभाष सं. 01892-229330, 229574, फैक्स सं. 229331



Central University of Himachal Pradesh

(Established under Central Universities Act, 2009)

Tender No. 09/2015/CUHP/NIT

Dated: 28.07.2015

NOTICE INVITING TENDER

Sealed Tenders consisting of Technical and Financial Bids (Two Bids put in separate envelopes) are invited for empanelment of Agency for providing **Housekeeping & General Services**. Tender form along with Terms & Conditions can be downloaded from the University website www.cuhimachal.ac.in.

Interested & eligible parties may submit their tenders in the prescribed format along with Demand Draft amounting to Rs.500/- as processing fees and EMD as stipulated in Tender Document by **20 August, 2015 (3.00 PM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.

REGISTRAR

Camp Office, Near HPCA Cricket Stadium, Dharamshala, District Kangra, HP – 176215

e-mail : registrar.cuhimachal@gmail.com, Phone No. 01892-229330, 229574, Fax No. 229331

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215
PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH - 176215
PhoneNo.01892-229330, 229574, FAXNo.01892-229331
Website: www.cuhimachal.ac.in

Tender Document

FOR

**EMPANELMENT OF AGENCY FOR PROVIDING
HOUSEKEEPING & GENERAL SERVICES**



REFERENCE NO.	09/2015/CUHP/NIT
DATE OF ISSUE OF TENDER	28.07.2015
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	20.08.2015 (03.00 PM)
TIME AND DATE FOR OPENING OF THE TENDER (Technical bid)	21.08.2015 (11:00AM)
PLACE OF OPENING OF THE TENDER	Central University of Himachal Pradesh, Camp Office, Dharamshala, District Kangra, Himachal Pradesh -176 215.
ADDRESS FOR COMMUNICATION	The Registrar, Central University of Himachal Pradesh, Camp Office, Dharamshala, Kangra District, Himachal Pradesh-176215.

SINGATURE OF THE BIDDER

WITH SEAL



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215

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PhoneNo.01892-229330, 229574, FAXNo.01892-229331

Website: www.cuhimachal.ac.in

Tender Document For

EMPANELMENT OF AGENCIES FOR PROVIDING HOUSEKEEPING & GENERAL SERVICES

The sealed tenders are invited from reputed and eligible agencies/bidders under “Two-bid” system- (i) Technical Bid (unpriced) and (ii) Financial Bid (priced) to provide manpower for House Keeping and General Services to Central University of Himachal Pradesh, Dharamshala on contract basis on the following sites:-

- i. Camp Office of CUHP, Dharamshala, District Kangra
- ii. Temporary Academic Block (TAB), Shahpur, District Kangra
- iii. Vice-Chancellor’s Residence
- iv. Students Hostels (Women’s Hostel at Dharamshala and Men’s Hostel at Kangra)
- v. Any other site identified by the University.

The bidder alongwith tender document has to submit processing fee of Rs. 500/- (Rupees Five hundred only) through demand draft in favour of Central University of Himachal Pradesh, payable at Dharamshala, District Kangra (HP) and Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the shape of Account Payee Bank Demand Draft or F.D.R duly pledged in the name of the Central University of Himachal Pradesh, Dharamshala or Bank Guarantee (**Annexure-III**), for equal amount furnished on prescribed Proforma from any nationalized bank and forwarded along with the quotations.

Tender Document complete in all respects may be submitted in a sealed envelope and should reach office of the **Registrar, Central University of Himachal Pradesh, Camp Office, Near HPCA Cricket Stadium, Dharamshala, H.P.** not later than **03:00 PM on 20th August, 2015**. Tenders (Technical bids) will be opened at **11.00 AM on 21st August, 2015** at Camp office, Central University of Himachal Pradesh, Dharamshala. The tenders received after stipulated time and date, without processing Fee and Earnest Money Deposit (EMD), conditional tenders, or incomplete tenders would be rejected. The University reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the university before rendering its services to the University (**Annexure-IV**).

Note:

- (i) *The Processing fees and EMD should not be mixed i.e. Demand Draft for Processing fee and Demand Draft/FDR/Bank Guarantee for EMD should be furnished separately.*
- (ii) *Detailed information of the Tender Document can be downloaded from the University website www.cuhimachal.ac.in.*

The documents should be enclosed in separate envelopes of appropriate size each of which should be sealed.

- a) **ENVELOPE NO. 1:** Should contain (i) Covering Letter (ii) Technical Bid (**Annexure-I**) duly signed and stamped and (iii) Requisite processing Fee and EMD and super-scribed "**Technical Bid**".
- b) **ENVELOPE NO. 2:** Should contain the Financial Bid duly signed, stamped and super-scribed as "**Financial Bid**" (**Annexure – II**).
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and 2.

The inner and outer envelopes should be addressed to the Registrar, Central University of Himachal Pradesh, Camp Office, Dharamshala, District – Kangra, H.P – 176 215 and should clearly mention "**Tender for providing Housekeeping and General Services**", Reference No. 09/2015/CUHP/NIT dated 28.07.2015. The envelopes (inner & outer) should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared disqualified/received after the stipulated time & date/ not accepted. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening. All Tenders/proposals should be made in English/Hindi and digits should be written in both figures (Roman i.e. 1,2,3...) and words.

Any subsequent amendment modifications/Corrigendum, if any, will be uploaded only on the website.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/ instructions in this document may disqualify the bidders from the tender exercise.

CLARIFICATION:

In case, the bidder requires any clarification regarding the tender document, they are requested to contact **Brig. J.C. Rangra, YSM (Retd.), Registrar, Central University of Himachal Pradesh Dharamshala at telephone No. 01892-229574, or E-mail: registrar.cuhimachal@gmail.com**

ELIGIBILITY CRITERIA:

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing House Keeping and General Services.
2. The Bidder shall have experience of providing House Keeping and General Services for at least 5 years ending March, 2015.
3. Financial Turnover during the last 3 years ending 31st March 2015 should be at least Rs.20 lacs per year.
4. There should be no case pending with the police against the Proprietor/ Firm/ Partner or the Company (Bidder).

5. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - a. EPF Registration
 - b. ESI Registration
 - c. Service Tax Registration Proof
 - d. Valid License, issued by Regional Labour Commissioner, Govt. of India.
 - e. Proof of PAN issued by the Income Tax Department
 - f. Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group or more than 10 persons at a time for housekeeping and general services during the last 3 years.

Note : Proof in support shall be enclosed for above eligibility criteria.

TERMS AND CONDITIONS

1. The Tenderer/Bidder shall acquaint himself fully with Central University of Himachal Pradesh site conditions and the working environment before quoting the rates. He is advised to do a complete survey at his own of the sites before offering rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
2. The technical bid shall be opened first and only the eligible tenderers selected by Tender Committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee.
3. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
4. All the pages of the tender document should be signed by the owner of the firm or his authorized signatory as token of acceptance of Terms & Conditions. In case the tenders are signed by the authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
5. The successful bidder will be required to deposit the Bank Guarantee amounting to Rs.1,00,000/- (Rupees One lakh only) as security for the performance of the contract as laid down by the Central University of Himachal Pradesh. This Bank Guarantee must be deposited within 7 days of the award of the contract and EMD shall be returned on submission of Bank Guarantee.
6. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor withdraws his bid during the validity period.
7. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest.
8. All offers should be typewritten or written neatly in the legible ink. Corrections, if any, must be signed by the bidders.
9. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.

10. In case two or more agencies are found to have quoted the same rates, the Committee authorized by University shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Committee shall be final.
11. The tender document is not transferable under any circumstances.
12. Any changes w.r.t. this tender will be notified through website only.
13. All costs incurred in connection with submission of bids like preparation, submission any personal visits for seeing the location, submitting the bids personally, subsequent processing etc. shall be borne by the bidder. CUHP will not be responsible/liable for the same regardless of the outcome of the tendering process.
14. All machinery / equipment / material etc. if required for Housekeeping and General Services of the University Campuses will be provided by Central University of Himachal Pradesh.
15. Central University of Himachal Pradesh reserves the right to accept or reject any or all the tenders without assigning any reason.

**Read and accepted
(Signature and Stamp of the Bidder)**

DETAILED TERMS AND CONDITIONS:

1. The bidder must provide information about his Agency as per **Annexure-I**.
2. Central University of Himachal Pradesh requires manpower on following categories to be provided for eight hours a day and seven days a week.
 - a. **Unskilled:** Office Attendant, Sweeper, Kitchen Attendants
 - b. **Semi-skilled/unskilled supervisory:** Mali
 - c. **Skilled:** Driver, Electrician, Plumber, Technician (Computer/Lab.), Cook
 - d. **Clerical:** Data Entry Operator

Minimum Qualifications: -

Data Entry Operator:

- a. 10+2 or equivalent qualification from a recognised board/university with at least 50% marks.
- b. English Typing Speed of 30 WPM or Hindi Typing Speed of 25 WPM.

Technician (Computer/Lab):

- a. 10+2 or equivalent qualification from a recognised board / university
- b. Relevant Diploma from recognised institute / ITI.

Skilled Drivers:

- a. Matriculate or equivalent.
- b. Valid Transport Driving license of light or medium vehicles with experience for hilly areas / issued by RTO in Himachal.

Skilled Plumber & Electricians: Relevant Diploma / Certificate from recognized ITI.

3. The number of persons required is tentative and it may vary from time to time as per needs. CUHP reserves the right to reduce or increase the manpower for housekeeping, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. The payment details to be provided as per the format attached as **Annexure-II**.
5. The bidder shall deposit earnest money of Rs. 1,00,000/- (Rupees One lakh only) with the tender in the shape of FDR duly pledged in favour of **Central University of Himachal Pradesh, Dharamshala** which shall be returned in case disqualification of the bidder/offer of bid is not accepted by the University.
6. On acceptance of the tender, the Contractor shall deposit Performance Security / Bank Guarantee amount to Rs. One lakh to Central University of Himachal Pradesh. This Bank Guarantee must be deposited within 7 days of the award of the contract.
7. The staff employed by the contractor will always carry / wear identity cards with them for verification while working on the Campus.
8. The Contractor provides summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. CUHP shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with CUHP.

9. The supervisor deployed by the Contractor is supposed to be present in the Central University of Himachal Pradesh Campus during working hours. He will give daily progress report to the designated officer of the University or his authorized nominee.
10. The Central University of Himachal Pradesh shall have the right to replace any person and the substitute shall have to be provided by the contractor.
11. The staff to be provided by the Agency should be physically fit for performing manual duties and shall not be below 18 years and not above 55 years of age.
12. The manpower will be screened by the University. All the persons to be provided should have good moral character and antecedent verification should be got done from the concerned authority by the Contractor and made available to Central University of Himachal Pradesh. No criminal case be pending against any of the persons employed by the Contractor.
13. CUHP is a 'NO SMOKING ZONE'. The Contractor should ensure that his employees DO NOT SMOKE while working in the CUHP Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/khaini/tobacco etc. They will not play cards or indulge in 'gambling' on campus.
14. The details of the persons deployed by the contractor with name, bio-data and copies of the character antecedents verification and latest photographs of all the persons shall be supplied to the University office for record. The Contractor will be deemed to have started the work only after submission of these documents.
15. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to CUHP, whatsoever it may be.
16. The Designated Officer or his nominee of CUHP shall be at liberty to check any time the deployment of persons by the Contractor and in case of default the Designated Officer of the Central University of Himachal Pradesh shall deduct the wages of absentee personnel from monthly payment due to the contractor and impose penalty as deemed fit by him. The penalty can be upto Rs. 500/- per day per absentee. The decision of the Vice Chancellor shall be final in this regard.
17. The Contractor shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the University due to the carelessness of the persons deployed by the contractor, the value as assessed by the Designated Officer shall be recovered from the payment due to the Contractor under the contract. If some amount is still found recoverable, the contractor shall deposit the same within 15 days from service of notice by the University.
18. The contractor shall not pay to the persons engaged by him less than the minimum wages as approved under Minimum Wages Act (**Anneure-V**).
19. The Central University of Himachal Pradesh will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workmen Compensation Act 1923, Payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the contractor and challans/receipts must be enclosed with the monthly bill. The contractor shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the contractor in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.

20. The Agency shall be paid against monthly bills to be submitted by him at the settled rates and payment will be released to the Agency within 7 days from the date of submission of the bill. The contractor will have to complete all codal formalities for the contribution of ESI, EPF and other facilities under the prevalent acts & rules for outsourced staff within three weeks of signing the contract and furnish documentary evidence in this regard. Release of first payment to the contractor will be subject to submission of such evidence. The University will take periodical steps to confirm regular remittance of such contributions to specified facilities/accounts and the contractor will provide desired proof when so required.
21. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to CUHP an attested photocopy of the attendance record with the monthly bill.
22. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
23. No request for making advance payment on any ground shall be entertained.
24. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
25. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
26. The Contractor must ensure the payment to staff by 7th of each month from his own resources.
27. TDS and other taxes as applicable will be deducted from contractor's bill as per Govt. instructions from time to time.
28. Exemption of Service Taxes: House-keeping Services provided to educational institutions are exempted from service tax as per Notification No. 25/2012-Service Tax dated 20th June, 2012 and Notification No.06/2014 - Service Tax dated 11th July, 2014 of Ministry of Finance (Department of Revenue), Govt. of India, New Delhi. Therefore, the contractor shall not charge Service Tax, from the CUHP.
29. The Performance Security shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all outstanding dues, liabilities etc. including withdrawals of EPF of workers engaged during the contract period after submitting the individual EPF account details certified by Provident Fund Commissioner's Office, submission of receipts of payments of service tax (month wise details) duly certified by the Central Custom & Excise Office etc., if any, as specified in the tender at appropriate places.
30. In case of any change in the constitution of the Agency, the rights of CUHP should not suffer.
31. All personnel engaged under this contract by the Agency shall be employees of Agency. CUHP shall not have any liability/responsibility to absorb the persons engaged by the Agency and /or to extend any type of recommendation etc. for obtaining any job in CUHP or elsewhere.
32. Bidder will have to quote two rates for each category - **one based on state (HP) rates and two - rates based on Central Government. Quotations with single rates will be rejected as invalid.**
33. Agency shall maintain all records /registers as required to be maintained under various Labour Laws and other Statutory Laws in force and as amended from time to time,

mentioned above and produce the same before the Statutory Authorities as well as Authorities of CUHP as and when required.

34. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of CUHP, they shall work under the directives and guidance of the Designated Officer of CUHP. This will, however, not diminish in any way, the Agency's responsibility under contract to the CUHP.
35. The personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of CUHP/Govt. of India /any State/ or any Union Territory.
36. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty for CUHP it shall be the sole responsibility of the agency to defend its personnel in the Court of Law or to extend all medical and financial help etc. without charging any cost to the CUHP.
37. In case CUHP is implicated in any law suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all costs of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by CUHP.
38. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, authorized officer of CUHP shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said Act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the authorized officer of CUHP shall be final in regard to all matters arising under this clause.
39. The decision of CUHP in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
40. An agreement shall be signed with the successful agency/bidder.
41. The Authorized Officer/Committee of CUHP shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
42. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by CUHP) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
43. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.
44. **Warning Clause:** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployed/material supplied:-
 - (a) First Complaint - Verbal Warning
 - (b) Second Complaint - Written Warning/Show cause notice and imposition of fine amounting to Rs. 500.
 - (c) Third Complaint - Deduction of ¼ amount of the monthly bill.
 - (d) Fourth/Fifth Complaint - termination of contract and Bank Guarantee of the contract will be forfeited.

45. (i) A tenderer shall have the right to be heard in case if it is felt that his/her tender has been rejected wrongly.
- (ii) The tenderer may send written representation, which may be examined by the Registrar or an officer to be designated by the Vice-Chancellor.
- (iii) The tenderer could make such a representation within fifteen days from the date of placement of contract and the said representation shall be decided / replied to within fifteen days from the date of its receipt.
46. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
- a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services inspite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by CUHP. CUHP shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

47. **Penalty:** In case of pre- mature termination of the contract due to any of the clauses of Termination ,the security amount shall be forfeited.
48. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by CUHP.
49. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Dharamshala.

REGISTRAR

Read and accepted
(Signature & Stamp of the Bidder)

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We/our principal firm have no objection in signing the contract if the opportunity for the supply of manpower against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

**PROFORMA FOR
for
Technical Bid
FOR HOUSEKEEPING & GENERAL SERVICES**

<u>Payment Details</u>	
DD No.	_____
DD Amount	_____
Bank Name/Branch	_____

Technical Bid should indicate following information along with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____
3. Telephone No. (Landline): _____
4. Fax No.: _____
5. Mobile No.: _____
6. Email Address: _____
7. Name & Address of Branch, if any: _____
8. Type of Organization: _____
(whether sole proprietorship/partnership/society/
Private Limited for Cooperative body etc. attach proof)
9. Name of Proprietor/Partners/Directors _____
of the Organization/Firm:

S. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No (If attached)
i.	Proof of incorporation/inception of the Agency		
ii.	Registration for manpower supply/Licence to act as House keeping& General Services Agency		
iii.	EPF Registration Proof		
iv.	ESI Registration Proof		
v.	PAN Number		
vi.	Income Tax Return for the last 3 years		
vii.	Service Tax Registration Proof		
viii.	Proof of Registration with the Labour Commissioner		
ix.	Satisfactory Performance certificate from at least three organizations where the contractor has supplied a group of more than 10 persons at a time for House keeping and General Services during the last 3 years		
x.	Any other relevant information		

**Name and signature of the authorized person
of the firm along with seal**

FINANCIAL BID**Proforma for Scheduled Rates for Housekeeping & General Services**

Sr. No.	Payment Details (per month rates in Rs.)	Unskilled			Semi-Skilled/ Unskilled Supervisory	Skilled					Clerical
		Office Attendant	Sweeper	Kitchen Attendant	Gardener (Mali)	Driver	Electrician	Plumber	Technician (Computer/Lab.)	Cook	Data Entry Operator
1.	Basic Rate (Minimum wages)										
2.	EPF										
3.	ESI										
4.	% Service charges										
5.	Amount of Service charges										
6.	Any other charges, if any (Please specify)										
7.	Total Payable per month (in figures)										

**Name and Signature of the authorized person
of the firm along with seal**

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of (hereinafter called the “tender”) against the tender enquiry No.

.....KNOW ALL MEN by these presents that WE.....of..... having our registered office at..... are bound unto the Central University of Himachal Pradesh (hereinafter called the “University”) in the sum of.....for which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the University upto the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including **90 days** after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

Seal, name and address of the Bank and address of the Branch.

(On Rs.100/- Non-Judicial Stamp Paper)

CONTRACT AGREEMENT

(To be signed by the finalized bidder, before rendering services to the University)

1. This agreement is made on (date) between Central University of Himachal Pradesh, Dharamshala (Hereinafter called CUHP which expression shall unless excluded by repugnant to context ,include his successors and assignees) and _____ (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas CUHP has invited tender for providing Housekeeping & General Services in the CUHP for.....
3. CUHP has approved the tender for the work at an amount of Rs..... The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CUHP and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialled on behalf of parties hereto:
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Central University of Himachal Pradesh.
8. The contractor has furnished a Performance Security of Rs(Rupees.....only) in shape of "Deposit at Call" No.....Duly pledged and renewed upto in favour of Central University of Himachal Pradesh, Dharamshala, which shall carry no interest.
9. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Vice Chancellor, Central University of Himachal Pradesh, Dharamshala or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.
10. All machinery / equipment / material etc. required for Housekeeping and General Services of the University Campuses will be provided by Central University of Himachal Pradesh.
11. The contractor will not sub-let the contract of these services to any other agency or individual(s).
12. The contractor amount of this work is as per the rate approved with services charges.
13. The contractor will be responsible for compliance of various statutory obligations like EPF, ESI, Minimum Wages Act, Workmen Compensation Act and other laws enacted from time to time.
14. Contractor will submit photocopy of challans of deposits of EPF & ESI along with bill every month.

15. The contractor shall maintain absolute security with regard to all the matters that come to his knowledge by virtue of this contract.
16. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
17. Since the personnel will be employees of the contractor, the Central University of Himachal Pradesh will not have any concern or relation with them either directly or indirectly. All statutory obligation shall be discharged by the contractor and there shall be no liability of CUHP in that respect.
18. Contractor will ensure that the staff is periodically changed to ensure better output and result.
19. It is clearly understood by both the parties that this agreement is a commercial agreement and not creating any employment.
20. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor by 3rd of next month. After due scrutiny, Central University of Himachal Pradesh will make requisite payment to contractor by 7th day of the same month of submission of the bill.
21. The workmen of the contractor shall have no privity of the contract with the company and there shall be no master servant relationship between the Central University of Himachal Pradesh and the contractors workmen of any nature whatsoever.
22. Any loss due to negligence of personnel deployed by the contractor, if proved, will be compensated by the contractor.
23. The contractual amount payable to contractor every month would be reviewed as and when minimum wages are revised by Government.
24. The contractor shall comply with provisions of the contract labour (Regulation & Abolition) Act 1970, Contract Labour (Regulation & Abolition) Central Rules 1971.
25. Contractor or his representative will remain in constant touch with concerned official of Central University of Himachal Pradesh for better understanding and effective work.
26. All records, attendance registers and documents will be maintained and kept by the contractor.
27. The contractor will also submit an affidavit for committing minimum wages to the workers deployed by him/them, abide by the Labour Act 1970 amended from time to time, Contract Labour Central Rates 1971, Workmen Compensation Act, P.F. & Misc. Provision Act 1952 before the start of the work. Security deposit will be released once No Objection Certificates are made available from all the statutory bodies relevant under the contract.
28. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. Decision of CUHP in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
30. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor from the security and CUHP shall have right to deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the contractor withdraws from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of Rupees Five Lakhs to CUHP.
32. **Warning Clause:** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployed/material supplied:-

(a)	First Complaint -	Verbal Warning
(b)	Second Complaint -	Written Warning / Show cause notice and imposition of fine amounting to Rs. 500.
(c)	Third Complaint -	Deduction of ¼ amount of the monthly bill.
(d)	Fourth/Fifth Complaint -	termination of contract and Bank Guarantee of the contract will be forfeited.

33. Termination: The Contract may be terminated by giving one months notice, in case the agency:

- a. Assigns or sub-contracts any of this service.
- b. Violation/contravention of any of the terms and conditions mentioned herein.
- c. Does not improve the performance of the services inspite of instructions.
- d. Any violation of instruction/agreement or suppression of facts.
- e. Contractor being declared insolvent by competent court of law.

On termination of the contract, it shall be the responsibility of the agency to remove its men and materials within two days or date specified by CUHP. CUHP shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

34. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.

35. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by CUHP.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Dharamshala, District Kangra, Himachal Pradesh in the presence of the witnesses:

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (CUHP)

Witness:

1.

2.

AGENCY

Witness:

1.

2.

(On Rs. 100/- Non-Judicial Stamp Paper)

AFFIDAVIT

.....gives the following undertaking and commitments to the CUHP:-

- a) Thatwill release the payment as per minimum wages act to its staff so deployed.
- b) Thatwill follow the Central Labour Act, 1970, the Contract Labour Central Rules 1971, Workmen Compensation Act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/Rule Statutes enacted by Govt. of India or Govt. of Himachal Pradesh.
- c) Thatwill follow all clauses as mentioned in the agreement with Central University of Himachal Pradesh for providing of House Keeping and General Services.

Certification

Certified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed there.