

# ASSAM UNIVERSITY: SILCHAR

## **TENDER DOCUMENT**

For

HOUSE KEEPING SERVICES IN ASSAM UNIVERSITY, SILCHAR.

Tender Notice No. AUG/E&M-39/2016 13-02-2017



#### ASSAM UNIVERSITY: SILCHAR

#### **TENDER NOTICE**

#### No.AUG/E&M-39/2016

#### 13-2-2017

Sealed tenders in prescribed format under two bid systems i.e., Technical Bid and Financial Bid (separate covers) are invited from interested companies/firms/agencies for Providing House Keeping Services in the Assam University, Silchar.

The tender document can be down loaded from the website: http://www.aus.ac.in.

Interested companies/firms/agencies may submit bid document, complete in all respect as per instructions detailed in tender documents along with Tender fee and Earnest Money Deposit (EMD) in the Tender Box kept in the Estate Section, Room No 013, ground floor of the Raja RamMohan Roy Administrative Building, Assam University, Silchar 788011 during Office hours in all working days on or before 2.00 PM on 10<sup>th</sup> March'2017.

Registrar

#### SCHEDULE OF EVENTS

Schee	<u>dule-A</u>
Tender Notice No	AUG/E&M-39/2016
Where to Download tender document	http//www.aus.ac.in
Pre Bid Clarification	<sup>20th</sup> February,2017 at 12.00PM
Site Visit	20 <sup>th</sup> February' 2017 at 12.00PM
Last date of submission of bids	10-03-2017 up to 2.00PM
Validity of bid	90 days
Tender fee(non refundable)	Rs 2000.00
Earnest Money Deposit (refundable)	Rs 50,000.00
Place of Submission of bids	Estate Section, Room no 013
Date and Time of opening Technical Bids	10 <sup>th</sup> March'2017 at 3.00 PM
Place of opening Technical Bids	To be announced
Date and Time of opening Financial Bids	To be announced
Contract Commencement	1 <sup>st</sup> April, 2017 subject to completion of bid evaluation process.
Contract Duration	12 months extendable up to 36 months on satisfactory performance this shall be reviewed after every 12 months of service.

**Note:** The prospective bidders are to assemble for Pre bid clarification (if any) and or site visit on  $20^{\text{th February}}$ , 2017 in the SM Ali Committee Room, Room no 113 of the University at 12.00 PM.

#### DOCUMENTS TO BE SUBMITTED

1	Technical Bid:	Annexure- A
		[Attach all documents, declaration etc]
2	Financial Bid :	Annexure-E
3	Check List:	Annexure-F
	FEES TO BE DEP	OSITED
1	Tender Fee:	Rs 2000.00 in the shape of DD
1		[To be attached with Technical bid]
2	Earnest Money Deposit(EMD)	Rs 50,000.00
Note: The bidder mus	t submit the Technical and Financial I	Bids etc as indicated below:

- 1. <u>Envelope No-1</u>: The technical Bid is to be submitted in a sealed envelope properly super scribed in bold letter as "TECHNICAL BID FOR HOUSEKEEPING SERVICE IN ASSAM UNIVERSITY, SILCHAR".
- Envelope No 2: the Financial Bid is to be submitted in a sealed envelope properly super scribed in bold letters as "FINANCIAL BID FOR HOUSEKEEPING SERVICE IN ASSAM UNIVERSITY, SILCHAR"." and placed inside the main envelope.
- 3. <u>Envelope No 3</u>: An EMD for Rs. 50,000/- in the form of FDR drawn on any nationalized bank/scheduled commercial bank in favour of Assam University, Silchar is required to be deposited in a separately sealed envelope super scribed as "EMD FOR HOUSEKEEPING SERVICE IN ASSAM UNIVERSITY SILCHAR. FD No..... dates..... Bank of Issue......valid till......from (Name of the Firm)" along with the tender document.

## I. Introduction

Assam University, Silchar an autonomous academic institute is desirous to appoint a firm/agency/company for Providing House Keeping Services.

All the buildings, bungalow, centers, hall are in reasonable good condition at present having multiple toilets for ladies and gents. The offices are equipped with furniture, fixture, computers, telephone etc.

A pre-bid meeting with the prospective bidders will be held, as indicated in Schedule A, to appraise them about the housekeeping operation, expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders expressing interest must visit the sites and acquaint themselves with the scope and schedule of work, supervision and commitment needed on the date set for the pre-bid meeting. Assam University, Silchar expects housekeeping service management at the level of **high standard**.

#### II. **Definitions**

Unless repugnant to the subject or context of usage, the following expressions used shall carry the meaning hereunder respectively assigned to them:

1. The expression "Owner" and/or "Institute" occurring in the tender document shall mean Assam University, Silchar.

2. The expression "Bidder" shall mean the tenderer who submits the tender for the work and shall include the successor and permitted agents of the tenderer.

3. The expression "Contractor" shall mean the successful bidder selected by the Institute for carrying out the subject work, and shall include the successor and permitted assigns of the bidder;

4. "Work" and "Scope of work" shall mean the totality of the work/services and other materials by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision or completion thereof;

5. "Contract" shall mean the contract for the work and shall include the tender document, the specifications, general and special conditions of contract of AUS, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.

6. "Competent Authority" shall mean the Vice Chancellor, AUS or any other Officer designated by him for the purpose of this work/tender pertaining to the House Keeping maintenance thereof and powers delegated thereto.

7. "AUS" shall mean Assam University, Silchar.

#### III. Scope of Work

1. Housekeeping services are required for three zones, as per details given below. The award of a zone or zones to a bidder or bidders will be at the discretion of the university authority.

Zone	Details of buildings (including surrounding premises)
Red Zone	Administrative Building, Examination Buildings, TAC Buildings, Vice Chancellor's Bungalow, Guest Houses, Health Centre, Main Entrance Gate, Gymnasium Centre etc.
Green Zone	All Academic Departments Buildings, Central Library, Computer centre, Hostels (Boys & Girls), Day Care Centre, Foreign Students Home etc.
Blue Zone	Bipin Chandra Pal Seminar Hall, Netaji Subhash Mancha, Bishnu Rabha Community Centre, Upendranath Brahma Memorial Hall, Waiting Sheds etc.

2. Tentative requirement of Housekeeping workers and Supervisors are as follows. However, number of workers/supervisors etc may increase, decrease from time to time as decided by the Assam University, Silchar and the contractor has to abide by the same.

Workers:			
	Gents	Ladies	Total
Red Zone	16	03	19
Green Zone	44	17	61
Blue Zone	10		10
Total:	70	20	90
Supervisors:			
	Gents	Ladies	Total
Red Zone &Blue Zone	1	0	01
Green Zone	3	0	03
Total:	4		4

3. Tentative distribution of Worker as follows:

a) The work involves cleaning, sweeping of all buildings on all working days and wet cleaning of the floor of the buildings every alternative day [except VC's bungalow, where wet cleaning of the floor is to be done every day].

#### b) Weekly Cleaning:

- 1. All glass doors, windows of the premises would be cleaned using damp and dry method;
- 2. Glass table tops, doors partitions and glass accessories would be cleaned using solvent;
- 3. Cleaning of photos, sculptures, panels, glass/board partitions etc.;
- 4. Wipe/clean/polish of all staircases/ metal railings, passages, corridors with detergents/ brasso/silvo etc.
- 5. Dusting /cleaning of Venetian blinds.

#### c) Monthly Cleaning:

- 1. To remove cobwebs from the entire premises wherever they exist;
- 2. Scrubbing of all floor areas;
- 3. Carpets in Rooms if any to be cleaned with shampoo by an experienced personnel;

4. All wooden/leather furniture to be dusted, polished, cleaned with solvent and maintained in Good condition; Washing of curtains.

#### *d)* Indicative List of Cleaning Agents to be used:

All the below listed items should be available with the housekeeping dept. of the contractor.

 Dusting Cloth 2. Scrubbers with handle 3. All Purpose Cleaner 4. Dust pan 5. Window Glass Cleaner 6. Dust brushes 7. Window Applicator 8. SS Scorch pads/steel wool 9. Window Squeeze 10. Nylon brooms with sticks 11. Garbage bags large 12. Floor dust mops with holder 13. Garbage bags medium 14. Feather duster 15. Garbage bags small 16. Spray bottles 17. Air Freshener 19. Insect Killer 20. Hand brush 21. Naphthalene Ball 22. Plastic buckets/Jugs 23. Dettol 24. Extension pole for glass cleaning 25. Deodorant / fresheners 26. Garbage bins of different colours of 100 ltrs. 27. Toilet paper rolls 28. Harpic/Flush Clean 29. Single Disk Scrubber

#### e) Indicative list of tools and equipments:

- 1. Vacuum Cleaner, 2. Mops/Swab 3. Plastic Dust Pans 4. Ladder 5. Sprayer machine.
- f) All drains and roads in vicinity of the buildings are to be cleared regularly. Both side of the approach road and entry gate, buildings and the **entire campus** are to be kept free from bushes and rubbishes and to be kept neat and clean.
- g) Laboratories of all Science buildings are to be kept clean.
- h) Daily cleaning of the corridors, lounge, stair-case and other free spaces of the said premises, sweeping the floors both wet and dry method where necessary.
- i) Daily removal of the dust, waste paper, cobweb etc from all the rooms, corridors etc, as directed.
- j) Daily cleaning (wet & dry method) (thrice a day) of all the toilets including providing of the ISI marked toilet cleaning materials etc like naphthalene balls/phenyl/ toilet soaps/toilet paper/odonils etc. in the urinals/toilet and hand wash soap in wash basin. Actual cost of using materials shall be borne by the University, at present university is paying a maximum of total Rs 24000/- per month.
- k) Cleaning the sofa sets, carpets etc, with vacuum cleaners once in a week.
- 1) Daily cleaning of the entrance of the porch and approach of the place of office, departments and guest house.
- m) Weekly cleaning of window glasses/ monthly cleaning of fans etc.
- n) The work shall be carried out exactly as per the stipulated scope of work and as per advice and guidance of the University. A proper log sheet duly signed (by the HOD/Dean/Officer i/c/Warden/MO) shall be maintained (weekly and monthly) for cleaning, which is to be submitted to the Estate Section every month along with claim/bills.
- o) The performance of the contractor shall be regularly monitored by the University through appropriate mechanism.
- p) In case of failure on the part of the contractor, the University shall have the right to get the job done by engaging other contractor, at contractor's risk and cost, and/or forfeit the EMD, and/or claim compensation without prejudice to any other legal rights of remedy.
- q) In case of any difficulty in execution of the allotted works the contractor can discuss the matter with the concerned authorities.
- r) Cleaning and sweeping of main road from main entrance to library point every alternate day will be within the scope of work Under Green Zone.

- s) Waste disposal is to be carried out in proper & environmental friendly manner as per instructions.
- t) Cleaning of Garbage bins and waste disposal is to be done regularly.

#### IV. Minimum Qualification Required for Bidding

- a. The bidder shall have minimum two years of experience in providing housekeeping services in educational institute/govt organizations and general maintenance services. All thing equal preference will be given to bidders having ISO 9001-2000 certification.
- b. The bidder shall have to submit proof of similar ongoing and or award of similar contract of value equivalent to Rs 30 lakhs per annum.
- c. The bidder /company/agency/firm should have at least one certificate of successful execution of housekeeping work during previous year.
- d. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority (ies) (labour commissioner etc.).

e. The bidder /Company / Firm / Agency should be registered with Income Tax, Service Tax and all other relevant departments.

f. The bidder /Company / Firm / Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts

g. Either the Registered Office or one of the Branch Offices of the bidder should be located in Silchar.

h. The bidder /Company / Firm / Agency should have its own Bank Account. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.

#### A. General Terms and Conditions.

- 1. The TENDER DOCUMENTS may be downloaded from the website and submitted to the Estate Section, AUS with effect from 15<sup>th</sup> Feburary'2017 on all working days from 11.00 am to 2.00pm till 10th March'2017. A non refundable fees of Rs. 2000/- only (Rupees two thousand only) per Tender is to be deposited along with the tender in the shape of Demand Draft in favour of Assam University, Silchar payable at Silchar.
- The last dates for submission of the completed Tender Papers are on 10<sup>Th</sup> March'2017, at 2.00 pm. The Technical bids will be opened on 10<sup>th</sup> March'2017 at 3.00 pm in the S.M. Ali Committee Room.
- 3. The date for opening of the Financial Bid will be notified later on. The Financial Bids of only the technically qualified bidder will be opened and considered for final evaluation.
- 4. Tenders shall remain valid for 90 days from the date of opening of the financial bid.

- 5. The TENDER DOCUMENTS should be filled up with the required details, properly signed in every page. The envelope super scribed in bold letters as TENDER FOR HOUSEKEEPING SERVICE IN ASSAM UNIVERSITY, SILCHAR. Ref No...... dates of submission.....from: (Name and Address of the Bidder). This envelope should contain the three separate envelopes of the Technical Bid, the Financial Bid and the EMD.
- 6. <u>Envelope No-1</u>: The technical Bid is to be submitted in a sealed envelope properly super scribed in bold letter as "TECHNICAL BID FOR HOUSEKEEPING SERVICE".
- 7. <u>Envelope No 2</u>: the Financial Bid is to be submitted in a sealed envelope properly super scribed in bold letters as "FINANCIAL BID FOR HOUSEKEEPING SERVICE" and placed inside the main envelope.
- 8. <u>Envelope No 3:</u> An EMD for Rs. 50,000/- in the form of FDR in favour of Assam University, Silchar is required to be deposited in a separately sealed envelope super scribed as "EMD FOR HOUSEKEEPING SERVICE IN ASSAM UNIVERSITY SILCHAR. FD No..... date..... Bank of Issue.....valid till.....from (Name of the Firm)" along with the tender document.
- 9. The Technical bid will consist of the TENDER DOCUMENTS **filled up with the required details**, **properly signed in every page**, technical services details (if any, performance report from the organization, experience certificate, tax registration details(PAN/CST/VAT/TIN, etc.), firm registration details, Income Tax returns.
- 10. Tender should be addressed to the Registrar, Assam University, Silchar 788011 and must reach by the dates mentioned in the tender notice latest by 2.00 PM on 28/12/2016. Tender may be sent by Registered Post/Courier or may be hand delivered and dropped in the TENDER BOX, placed at the ESTATE SECTION at AUS Administrative Building not later than 2.00 P.M. on 28/12/2016.
- 11. The tendering firms/agencies are required to enclose attested photocopies of following document, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:
  - a. Labour Registration certificate as per existing norms.
  - b. Copy of CST/VAT/TIN Registration Certificates.
  - c. Copy of PAN Card.
  - d. EPF Registration.
- 12. The Original copies of all documents attached with the tender will have to be submitted for verification before the award of the contract. If any of the documents furnished by the contractor is found to be not in order, the tender is liable to cancelled.
- 13. The interested and experienced bidders may visit the AUS Campus and survey the locations of the buildings and HOUSE KEEPING SERVICE facilities of the Campus.

- 14. No bidders will be allowed to withdraw after submission of bids/ opening of the tender, otherwise the EMD submitted by the firm would be forfeited.
- 15. The Service Provider/Contractor must have the essential registrations and permits regarding the services offered by him.
- 16. The successful bidder has to sign a contract agreement, for a period of 1(one) year with AUS, in the format provided by the Estate Section, AUS within fifteen days of receipt of the relevant correspondence from the AUS Office.
- 17. The terms and conditions of this TENDER DOCUMENT will form a part of the contract along with other terms and conditions as decided by the AUS. The university authority reserves the further right to amend or modify the terms & conditions time to time as per requirement of the Assam University. After expiry of the original contract, the contract may be extended for a further period of 1(one) year on mutual agreement between the Assam University, Silchar and the Contractor subject to satisfactory completion of the previous contract period. Such an extension may continue up to a maximum period of 3(three) years or 36 months only.
- 18. The successful bidder has to maintain a camp office near to AU Silchar campus. /within the campus Preference will be given to agencies with a permanent office/branch office at Silchar.
- 19. In the event of any outbreak epidemics, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or Local authority or autonomous body, Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.
- 20. The contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among his employees or agents and for the preservation of peace and protection of persons and property in the AUS Campus.
- 21. The contractor shall abide by the Central Labour Laws and other GOI rules governing the works.
- 22. The service Provider/Contractor must have the essential registrations and permits regarding the services offered by him (EPF/ESI/Manpower etc).
- 23. The successful bidder shall not assign or transfer the rights and responsibilities assigned to him to any other person or entity, subcontract the work any way to others.
- 24. In case the performance of the contractor is not found satisfactory and there are complaints against the agency/firm, the contract can be terminated by giving one month notice by the University authority if no remedial action is taken by contractor to the satisfaction of University authority. Similarly the agency can terminate the contract with the University by giving one month's clear notice.
- 25. The AUS may cancel or discontinue the service of the service provider/contractor with a month's notice without assigning any reason. The decision of the AUS authority will

be final and binding for the bidder and no appeal of any kind will be entertained in this regard.

- 26. Payment against Bill shall be released only after satisfactory completion of the work of HOUSEKEEPING SERVICE every month. Payment will be made direct to the Contractor though Bank transfers (RTGS/NEFT) after deducting Income Tax as per TDS procedure. No request for other mode of payment will be entertained. No advance payment will be made in any case.
- 27. Being the lowest bidder only does not qualify for a successful bid.
- 28. The terms and conditions of the Tender Documents will be binding to the Bidders and the AUS.
- 29. Any dispute arising out of this Tender contract will be subject to Silchar jurisdiction only.
- 30. Only those parties who agree to the aforementioned terms and conditions are to apply for providing the concerned services.
- 31. The tender documents and enclosures submitted along with will be the property of the AUS.
- 32. Any theft or damage caused due to negligence of the contractor/worker shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by the Vice Chancellor or an officer nominated by him on his behalf and the same will be deducted from the monthly bill of the contractor.
- 33. Physical security check both at the time of entry and leaving the Room' Hostel campus. The institute may introduce a system of Bio Metric/ RFID attendance/ GIS checking system, bar personnel and their bags and baggage deployed with the contractor shall be liable for coding or any other technology solutions, which will be binding and applicable on all such personnel engaged by the contractor or agencies, rendering service to the University.
- 34. No items will be taken out of the University without written permission, No Accommodation for workmen, Supervisors and proprietor shall be provided by the institute.
- 35. The University will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 36. Compliance of policy regulation viz., payment of central government minimum wages act, employer's liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the contractor.

37. The contractor should at all-time indemnify AUS against (37 & 38) above and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour/ enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Central Government machinery and summary termination of contract and/or such other action as the state may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the AUS authority for verification and record.

#### V. Engagement of Workers and Supervisors

1. The contractor should ensure to maintain adequate number of manpower to meet the contractual obligation and also arrange a pool of standby manpower for special occasions

- 2. The personnel engaged by the contractor/ agency/ firm should be present in allotted building /departments during 8 AM to 4 PM [during October to February] and 9AM to 5 PM [during March to September] on all working days to ensure 8 hours duty (Monday to Saturday). Out of total worker a group of ten workers shall work and be present during 12.00 pm to 08.00 pm for cleaning works at Guest house/ Health Centre/Administrative building/VC's Bungalow or any other location as per need .However in case of necessity, the agency shall have to provide House Keeping Services during SUNDAYS/HOLIDAYS also and claim bill shall be made accordingly.
- 3. The work will be done on 6 days a week, 8hrs a day schedule in normal circumstances. In case of Hostels, Guest Houses and Vice Chancellor's Banglow services will be required for 7 (**Seven**) **days in a week.** In case of emergency or any other exceptional situation, House Keeping Services have to be extended, if required and called by the authority.
- 4. The contractor and or the supervisor shall meet the A.R. (Estate)/ Estate Officer/Section Officer (Estate) Officer In-charge/ HOD on regular basis and receive instructions, if any, for smooth operation of the job.
- 5. The workers engaged by the House Keeping Agency should be physically fit, energetic and should have basic knowledge and skill of cleaning and sweeping.
- 6. The contractor/firm or the agency shall be required to provide uniform, gloves, boots, aprons etc. (indicating the name of the firm/agency) and Photo Identity Card to all the personnel engaged and to furnish to the University a list of persons so engaged along with photographs. The personnel will have to wear Uniform and carry Identity Card with them inside the campus during duty hours.

- 7. Any change of person engaged and details of replacement should be intimated to the University (Estate Section) in writing well in advance.
- 8. The attendance register may have to be placed in AUS office for signing of the Housekeeping workers and their time of entry and exist.

#### VI. Signature of Bidder

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the bidder with his/her usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnerships name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished. When a bidder signs a tender in a language other than English, the total amount tendered amount should be written in the same language. The signature should be attested at least by one witness.

#### VII. Compliance of Labour Regulations/Legal Liability & Responsibility of Agency:

1. The Contractor/ firm are required to comply with all the provisions of the Contract Labour (Regulation and Abolition) Act. 1970 and all other applicable Act/rules etc. which include maintenance of Attendance Register, maintenance of Payment register etc. It will be the responsibility of the agency to get all the related clearances as applicable under the Indian laws and complete the necessary formalities as required under relevant statues and rues etc. The agency/contractor is required to produce copies of all challans/ documents of having deposited the amount every month along with the monthly bill.

2. The Contractor/ firm shall be responsible for the payments to workers/ Supervisors employed for the performance or carrying out the said work and that Assam University, Silchar shall in no event be liable and he shall keep Assam University, Silchar indemnified against the same and from all proceedings in respect thereof.

3. The Contractor/ firm shall be responsible and shall pay all compensation to its employee's under the provisions of the Workmen's Compensation Act and amendments thereto and all other applicable Acts/rules. He shall be responsible for any payment of expenses for providing medical treatment to its employees who may suffer any bodily injury during the course of their service as a result of any accident or otherwise while in the premises. Assam University, Silchar reserves the right to check the actual payment of the wages register maintained by him and also the relevant documents in respect of the above.

4. The contractor/ firm shall observe and implement all the laws of the land and the rules framed there under such as Workmen's Compensation Act, Industrial Disputes Act, and Minimum Wages Act. Factories Act, Central Labour Act. / relevant Acts and statutes and the Assam University, Silchar shall in no way/ event be liable or responsible for any

default that will arise out of non observance of such laws/ rules on his part and that he shall indemnify and keep indemnified Assam University, Silchar against any damage and / or injury caused to the premises or to the properties.

#### 5. <u>The contractor/agency shall comply with PF & ESI (as applicable)</u>, <u>Bonus, and</u> <u>Gratuity law/Rules in force from time to time</u>

#### VII. **Performance Security**

The successful bidder will be required to furnish Performance Security of **Rupees One Lac Only** in favour of Assam University, Silchar valid during the currency of the contract in the form of an Account payee Demand Draft or Fixed Deposit Receipt from a scheduled Commercial Bank or Bank Guarantee from a scheduled Commercial Bank.

#### VIII. Liquidity Damage & Penalty

Liquidity damages @ of 1% per day of the monthly value of contract shall be levied to a maximum of 20% in a month for any breach of contractual obligations by the House Keeping agency as stipulated in the terms and conditions in addition to the obligation under any other provisions in the contract and the Law of the land.

Deduction on account of unsatisfactory catering services and improper housekeeping and maintenance will be made from the monthly bill. The recovery will be decided by the University. The methodology for deduction will be as under:

1. In case of shortage of manpower, an amount proportionate to the shortage of manpower, taking into account number of employees as well as duration shall be deducted from the monthly bill of the contractor..

2. In case of non-maintenance of cleanliness or lapse of services/carelessness, deduction shall be made @Rs. 1000/- per event etc., from the bill of the contractor, taking into account the loss of Goodwill and inconvenience caused to the institute.

#### IX. Termination of Contract

- 1. If the services of the contractor are not found satisfactory they will be issued a written notice for improvement by the AUS authority. If satisfactory improvement is not found (within a week) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the contractor by the authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation independently.
- **2.** AUS reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.
- **3.** In case the contractor is required to (or decide otherwise) discontinue the contract, he/she should give at least three months' notice to and shall remain essentially

working for the said period of notice, till alternate arrangements are made. In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving two month notice.

- **4.** The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- **5.** In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside immediate termination of the contract or other lawful action that may be taken against the contractor.

**6.** The contractor shall give vacant premises to AUS and return all the Institute equipment/fixtures and other items, facilities etc., once the contract period is over and / or terminated.

#### X. Misbehaviors of Workers/Supervisor

1. The workers deployed by the contractor shall maintain strict discipline and shall not use any violent or offensive language while in the premises of the University. Smoking, consuming alcohol, chewing pan/tobacco/gutka etc and spitting inside the premises is strictly prohibited. It will be mandatory for contractor to brief their personnel in advance and apprise them of the conduct, expected of them while working.

2. Nothing prevents AUS to even advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fast disposal. The selected agency shall not involve in any bribery or other unethical activities with anyone employed at the Institute. Involvement in any such activity shall entail a penalty of Rs. 10,000/- for the first three incidents. Subsequent occurrence of such incidents will entail in termination of the contract without any notice.

3. Any personnel deployed by the Agency, refuses work or creates indiscipline would have to be immediately replaced and AUS reserve the right, to ask the Agency to terminate the services of any of the Agency's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. AUS will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Agency.

4. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.

#### XI. Arbitration:

Any dispute arising out of this contract shall be settled through a sole Arbitrator appointed by the University. The award of the Arbitration is final and binding on both the parties. It is hereby made clear that Civil Court shall have no jurisdiction to entertain any dispute arising out of this Tender.

#### XIII. Personal Hygiene:

Agency shall ensure that staff deployed in catering services is free from any infection or communicable disease. The staffs should wear caps and gloves at work place. Smoking, eating or chewing pan/tobacco/zarda/gutka etc., spitting is strictly prohibited.

#### XIV. Breakage

All damages/breakage to the equipment, if caused due to negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor, after ascertaining the actual cause of damage solely by the University Authority.

#### XVI. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed here in shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option of authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the contractor.

#### **XVII. Payment Schedule**

Monthly claim bill shall be submitted by the contractor in pre-printed bill form, showing clearly the following details:

- 1. Name of the firm/ contractor with complete postal address, phone / mobile No. e-mail etc.
- 2. PAN (either in the name of the firm or proprietor) issued by IT department.
- 3. Registration No. issued by the concerned authorities.
- 4. EPF Registration No.
- 5. Copy of EPF Challan of previous month.
- 6. Copy of Service Tax registration No.
- 7. Labour License / Registration No.
- 8. Self attested copies of the following documents are to be submitted along with the bill(s)

 $\checkmark$  Daily attendance sheet of workers for the month. The University may consider implementation of Biometric attendance for workers in future which shall be binding for the contractor to comply with.

- ✓ Bank statement sheet duly certified by bank official should be submitted by the contractor reflecting payment of wages against individual account number of the worker of the previous month. (Name of the workers need to be mentioned in the bank statement sheet. Contractor is also required to countersign on the Bank statement sheet before submission to the University).
- ✓ ECR challan reflecting EPF contribution against each employee/worker of the previous month.

✓ Satisfactory Service certificate as per university prescribed format from the user departments/office/hostels/health-centre etc duly certified by HOD/Deans/Warden/Medical Officer/Permanent staffs of the University along with log sheet of periodical works done (also duly signed).

In the event of the bill(s) submitted without following the above, the same will be summarily rejected and returned.

#### XVIII Termination of the Contract

- a) Assam University shall be at its liberty/discretion to terminate this contract forthwith upon or at any time a reach or default of any of the terms and conditions contained herein or any other circular and /or rules framed subsequently, is committed by the Contractor and / or by the worker or supervisors employed by it.
- b) Insolvency or dissolution of the partnership firm or death or adjudication as insolvent of the Contractor.
- c) If any attachment is levied and continues to be levied for a period of seven days upon Contractor or any member of the firm.
- d) If any partner of its firm is convicted of any criminal offence.
- e) If contractor shall either by himself or by his workers / supervisors commit or cause to be committed any act which is prejudicial to the interest and good name of the University in the opinion of the Registrar, Assam University, the Registrar could take appropriate decision in the matter and it shall be final and binding.
- f) If the period of this contract lapses and the service is continued, it shall be deemed to be a continuation of the service on month to month basis. In such event, either party must give one months' notice for termination of the service if they choose to discontinue.
- g) Violation of the provision of Contract Labour (R&A) Act. 1970, and other acts, rules, scheme or notifications issues by the Govt. (both Central and State) from time to time, as applicable.
- h) On termination/ expiry of the contract, the contractor will immediately remove all its personnel and their belongings from the premises of the Assam University, Silchar.

#### Annexure- X

## SATISFACTION CERTIFICATE

For the month of .....

I the undersigned is satisfied with the performance of the House Keeping Services

Daily Sweeping / Wet Cleaning/ Dusting of Rooms / Labs / furniture	
Daily Sweeping / Cleaning of all waste in the premises and around the building.	
Weekly Cleaning of Fans / Removal of Cobwebs of all rooms.	
Monthly Dry/ wet Cleaning of Doors and Windows	

Date:

Signature

Annexure -Y

Sl. No.	Name of the Department/Buildings etc	Nos of buildings
1	Business Administration	2
2	Economics, Commerce	2
3	Political Science, History, Sociology	2
4	Fine Arts, Mass Communication	2
5	Computer Science	2
6	Mathematics	2
7	Bengali, Hindi, Sanskrit, Manipuri	2
8	English, Foreign Languages, Linguistics, Arabic	2
9	Social Work	1

## List of Departments / Buildings:

10	Bio-Technology	1
11	Library & Information Science	1
12	Education	1
13	Law	2
14	Earth Science	1
15	Micro Biology	1
16	Electronics & Telecommunication	1
17	Agricultural Engineering	1
18	Central Library	2
19	Computer Centre	1
20	Information Technology	1

21	Physics	1
22	Chemistry	1
23	Life Science	1
24	Ecology	1
25	Philosophy	1
26	Pharmaceutical Science	1
27	Kamini Kumar Chanda Guest House	1
28	VC's Bungalow	1
29	Bipin Chandra Pal Seminar Hall	1
30	International Guest House	1
31	Exam Building	2
32	9 nos. of Hostels	9

33	Administrative Building	1
34	Students Amenity Centre	1
35	U. N. Brahma & Foreign Student Home	1
36	Work Shop	1
37	Waiting Sheds/Netaji Subhash Mancha	1

#### Annexure-A

#### **TECHNICAL BID**

ŭ <b>i</b> ŭ	ervices in Assam university, Silchar ary and enclosed in a separate sealed envelope)
2. Name of proprietor / Director Company/Firm/agency	of
3. Full Address of Reg. Office	
4. Telephone No.	
5. Fax. No.	
6. E-Mail Address 7. PAN / GIR /TIN No. (Attach self Attested Copy	)
<ul> <li>8. Labour Regn. No. (Attach self Attested Copy)</li> <li>9. Service Tax Regn. No. (Attach self Attested Copy)</li> </ul>	
10. E.P.F. Regn. No. (Attach self Attested Copy)	
11. E.S.I. Regn. No. (Attach self Attested Copy)	Firm / A gamery for the last 2 Financial Verray (Attach
Copy of Audited statement).	Firm / Agency for the last 3 Financial Years: (Attach
Financial year	Turnover in rupees
2013-2014	
2014-2015	
2015-2016	

13. Give the list of the major contracts handled by the tendering Company/ Firm / Agency on behalf of PSUs /Research Organization /Government Departments during the last three years in the following format. Copies of performance report in Performa attached as Annexure-II A must be enclosed for each work done.

Sl.No.	Name of client & address	Telephone/Mobile	Contract Value (Rs. in Lakhs)	Duration of Contract From To

 14. Details of Tender Fee: D.D. No. & Date & Bank

 15. Details of Earnest Money Deposit:

 16. Additional information, if any

 (Attach separate sheet, if required)

 Certified that all the above information's are true & correct to the best of my knowledge and belief.

Dated Signature & Seal of the Bidder Note: This is to be submitted in a separate sealed envelope superscripting "Technical Bid", Notice Annexure-B

#### DECLARATION

2. I have carefully read and understood all terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

4. I/We am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

	Signature of the Authorized Person
Date:	Full Name
Place:	Company Seal

Note: The above declaration typed in original letter head/stationary duly signed and sealed by the authorized signatory of the firm/company, should be enclosed with the Technical Bid Documents.

**ANNEXURE -C** 

#### PERFORMANCE REPORT OF THE COMPLETED CONTRACTS

(Furnish this information for each individual contract in the following format, from the client for whom the contract was executed)

- 1. Name of the contract & location:
- 2. Agreement No. :
- 3. Total value of contract in Rs. :
- 4. Date of commencement of Contract :
- 5. Date of completion :
- 6. Performance report:
- 7. Quality of service : Excellent/Very Good/Good/Fair
- 8. Resourcefulness : Excellent/Very Good/Good/Fair
- 9. Any penalty imposed for bad performance:
- 10. Any litigation pending :
- 11. Total Payment made under the contract :
- 12. Other relevant information, if any :

Date:

Signature Senior Level Officer of the Client

(Seal of the organization)

#### ANNEXURE -D

#### Format of Affidavit

#### [To be sworn on non-judicial stamp paper of Rs.10/- duly notarized] AFFIDAVIT

\* I.....am the \*Director / Proprietor / Partner of ...... (Mention name of firm/company and its complete address) do here by solemnly affirm and declare as under:-

**3.** That...... (Mention name of firm/company) is eligible to submit the aforesaid proposal the applicant has not been barred and/or blacklisted by the Central Government and/or any State Government of India at any time prior to the date of submitting this affidavit.

**4.** That ...... (Mention name of firm/company) has, during the last three years, neither failed to perform on any agreement nor was expelled from any project or agreement or any agreement terminated for any breach by the applicant.

5. That ...... (Mention name of firm/company) (In case some contract (s) are in arbitration give the details of such contract in a schedule to be attached with this affidavit).

#### DEPONENT VERIFICATION

\* I/we..... the above named deponent do hereby verify that the contents of the

Aforesaid paragraphs 1 to 5 are true and correct to the best of \*my/our knowledge and belief and nothing is hidden there from.

Verified at..... (Place) this..... Day of ..... 2016.

(\* Strike off whichever is not applicable)

DEPONENT

#### Note: Deponent will be the authorized signatory of the Applicant

ANNEXURE-E

#### **Financial Bid for Providing House Keeping**

[Format to be filled up by the Agency tendering for Housekeeping]

1. Name of Firm/Bidder:\_\_\_\_\_

2.Address:\_\_\_\_\_

3.Phone/Fax/Mobile/Email:\_\_\_\_\_

#### 4. Providing average manpower (Man-days\*) for one month (30 Calendar Days):

Sl No	Category of workers	No of man days (M)	Daily wages (A)	Other Allowances (B)	EPF (13.36%)	on applicable wages	oth ers (D)	Rate per person E= (A+B+C+D)	Total Amount for each category (X) = (M x D
1	Housekeeper								
2	Supervisor								
5.	Contractor Se	ervice Cl	harge ar	nd others (it	f any)		-		·
<b>S</b> 1	Charges						Total		

Sl No	Charges	Total
1	Service Charge	
2	Others[if any]	

Note:

**a.** The price bid be submitted in a format, as per illustration given above. A separate sheet of paper may be attached, if required. Each sheet should be duly signed. **All price bids should be submitted in a separate sealed envelope marked as "Financial Bid"** 

**b**. Quoted price should be exclusive of all taxes and levies. Taxes as applicable shall be paid extra to the appointed agency.

\*A Man-Day is for 8 hours a day (Normal Working Hours)

Signature of the Authorized Person
Full Name
Company Seal

#### Note:

**1.** The price bid is to be submitted in a format, as per illustration given above.

A separate sheet of paper may be attached, if required.

Date:..... Place..... Each sheet should be duly signed. All price bids should be submitted in a separate sealed envelope marked as "Financial Bid"

2. Quoted price should be exclusive of all taxes and levies. Taxes as applicable shall be paid extra to the appointed agency.

3. \*A Man-Day is for 8 hours a day (Normal Working Hours)

Annexure-F

## CHECK LIST [Put tick Mark $\sqrt{}$ in the appropriate box]

SL NO	LISTOF PAPER/DOCUMENT& OTHERS	YES	NO
1	Read entire documents		
2	PAN card attached		
3	EPF & Other Certificate enclosed		
4	Declaration Submitted		
5	Affidavit Signed & Submitted		
6	Experience or Performance Certificate Submitted		
7	Envelops are sealed		
8	All pages of tender documents are signed		

9	Financial turnover of last three years are enclosed	
10	Technical and Financial bids are filled carefully	