



ASSAM UNIVERSITY: SILCHAR

**Name of work: Housekeeping and cleaning service at Assam University
Silchar**

SCHEDULE OF TENDER

Sl. No.	Activity description	Schedule
1.	Pre-Bid Clarification (If required)	Before submission of Online Bids
2.	Site Visit by the bidder(s)	Before submission of Online Bids
3.	Validity of bid	90 days
4.	Tender Cost (non-refundable)	Rs 10000.00
5.	Earnest Money Deposit (refundable)	Rs 5,00,000.00
6.	Date and Time of opening Technical Bids	01/03/2023 at 3:00 pm
7.	Last date of submission	01/03/2023 upto 1:00pm
8.	Contract Duration	24months
9.	Estimated Cost	₹5,50,00,000.00
10	Tender Document No	AUG/EANDM-39/2019/PART dated 21/02/2023

FEES TO BE DEPOSITED

- 4. Tender Fee** : **Rs. 10000 (Rupees ten thousand) only in the shape of DD**
- 5. Earnest Money Deposit** : **Rs. 5,00,000 (Rupees five lakhs) only**
in the form of FDR drawn on any nationalized bank/scheduled commercial bank in favour of Assam University, Silchar

I. INTRODUCTION

Assam University, Silchar an autonomous academic institute (**ISO 9001-2015 Certified**) is desirous to appoint a firm/agency/company for providing House Keeping and Cleaning Services.

All the buildings, bungalow, centres, halls are in reasonably good condition at present having multiple toilets for ladies and gents. The offices are equipped with furniture, fixture, computers, telephones etc.

A pre-bid clarification with the prospective bidders will be held, as indicated in Schedule of Tender, 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 and cleaning services at the level of **highest 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 "Institute/AUS/University" occurring in the tender document shall mean Assam University, Silchar.
- 2.** The expression "Bidder" shall mean the person/company who submits the tender for the work and shall include the successor and permitted agents of the bidder.

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.

Zone	Details of buildings (Annexure - F) including surrounding premises
Red Zone	Administrative Building, Examination Buildings, TAC Buildings, Vice Chancellor’s Bungalow, Guest Houses, Health Centre, Main Entrance Gate, Gymnasium Centre, Kendriya Vidyalaya etc.
Green Zone	All Academic Departments Buildings, Central Library, Computer centre, Hostels (Boys & Girls), Day Care Centre, Foreign Students Home, Internal campus roads along with drains and its adjacent areas (for both academic & residential area)
Blue Zone	Bipin Chandra Pal Seminar Hall, Netaji Subhash Mancha, Bishnu Rabha Community Centre, Upendranath Brahma Memorial Hall, Waiting Sheds, Central Canteen Building etc.

2. The work involves cleaning, sweeping, polishing of leather sofa etc. 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]. The committee rooms are to be cleaned as soon as any meeting is over and immediate removal of any food waste etc. in appropriate manner.

a) 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. Computer, monitors and instrument of similar nature are to be cleaned with dry cloth to avoid damage by any liquid detergent;
4. Cleaning of photos, sculptures, panels, glass/board partitions etc.;
5. Wipe/clean/polish of all staircases/ metal railings, passages, corridors with detergents/brasso/silvo etc.
6. Dusting /cleaning of Venetian blinds.

b) 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 experienced personnel;
4. All wooden/leather furniture to be dusted, polished, cleaned with solvent and maintained in good condition; Washing of curtains.

c) Indicative List of Cleaning Items to be used:

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

1. Dusting Cloth 2. Scrubbers with handle 3. All Purpose Cleaner 4. Dust pan 5. Window Glass Cleaner 6. Dust brushes 7. Window Applicator 8. 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

d) Indicative list of tools and equipment:

1. Vacuum Cleaner, 2. Mops/Swab 3. Plastic Dust Pans 4. Ladder 5. Sprayer machine. 6. Weed/Grass cutter machine.

e) All drains and roads in vicinity of the buildings are to be cleared regularly. Both side(academic,non-academic and residential) consisting of the- approach road, drains and entry gate, buildings etc, and the **entire campus** are to be kept free from bushes and rubbishes and to be kept neat and clean.

f) Laboratories of all Science buildings are to be kept clean.

- g) 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.
- h) Daily removal of the dust, waste paper, cobweb etc. from all the rooms, corridors etc. and repetition of the work as directed.
- i) 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/odonil etc. in the urinals/toilet and hand wash soap in wash basin. Actual cost of using materials shall be borne by the University, up to a maximum of **Rs 50,000/- (Rupees fifty thousand)** only per month as per prevailing market rate upon production of appropriate receipts/vouchers etc. and duly entered and maintained in material stock register, which shall be verified by concerned official of the Estate Section. However, the actual requirement of items for cleaning and maintenance may be higher and therefore, the contractor is advised to physically verify the area and number of buildings and toilets to assess the requirement, and accordingly quote price so as to deliver **highest standard of service. No compromise on this matter shall be accepted.**
- j) Cleaning the carpets etc. with vacuum cleaners once in a week.
- k) Daily cleaning of the entrance of the porch and approach of the place of office, departments and guest house.
- l) Weekly cleaning of window glasses/ monthly cleaning of fans etc.
- m) 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-in-charge/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.
- n) The performance of the contractor shall be regularly monitored by the University through appropriate mechanism.
- o) 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.
- p) In case of any difficulty in execution of the allotted works the contractor can discuss the matter with the concerned authorities.

- q) Cleaning and sweeping of roads daily will be within the scope of work.
- r) Waste disposal is to be carried out in proper & environmentally friendly manner as per instructions.
- s) Cleaning of Garbage bins and waste collection and disposal is to be done regularly.
- t) Septic tank /soak pit etc cleaning and proper disposal following appropriate mechanism and guidelines.

IV. MINIMUM QUALIFICATION REQUIRED FOR BIDDING

A. FOR TECHNICAL BID

- a) The bidder shall have minimum five years of experience in providing housekeeping services in educational institute/government organizations. All things equal, preference will be given to bidders having ISO 9001 certification.
- b) The bidder shall have to submit proof of successfully completed at least one single housekeeping work of contract having minimum value of Rs 1.5 crores in a year during the last five years.
- c) The bidder/company/agency/firm should have at least three certificates of successful execution of housekeeping work each having at least one year duration.
- d) The bidder should not have been blacklisted by any central/state government department/public sector during the time of submission of bid. [Declaration in stamp paper in this regard needs to be provided for the current month and year duly notarized]
- e) The bidder should also declare if they have been blacklisted at any point of time by any organization in previous years(if applicable)[Declaration in stamp paper in this regard needs to be provided for the current month and year duly notarized]
- f) EPF paid challan and receipt for any two months each of the year 2022 and 2021(Please upload the challans for the month showing the maximum strength of your organization in the said years)
- g) The bidder/Company/Firm/Agency should be registered with the appropriate govt.registration authority (documentary proof has to be

attached)

- h) PAN Card and GST Registration certificate (documentary proof has to be attached)
- i) The bidder/Company/Firm/Agency should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts.
- j) Either the Registered Office or one of the Branch Offices of the bidder should be located in Silchar within 15(fifteen) days of issuance of work order with designated person for looking into matters of the University.
- k) The bidder/Company/Firm/Agency should have its own existing Bank Account and **further the bank account needs to be opened/transferred in the local branches of the banks located within Assam University Silchar campus before payment of the first month reimbursement claim,as the employee wages and other applicable benefits(if any) will be deposited by Assam University in the local branches only.**
- l) Duly filled in Annexures (A, B, C, D).
- m) Scanned copy of Demand Draft towards Tender Fee(where applicable).
- n) Scanned copy of Demand Draft towards EMD(where applicable).
- o) The entire bid documents with corrigendum/amendments, if any, in token of acceptance by the agency of all terms & conditions.
- p) Registration with Government Labour Department and valid License issued by Central/State Government for providing Contract Labour under the Contract Labour (Regulation and Abolition) Act. (Renewal license if submitted should be attached with the copy of original license for consideration)
- q) Valid manpower supply registration/license for housekeeping works from authorized govt. department.
- r) ISO certificate, if any, from the appropriate authority.
- s) Power of Attorney in favour of signatory of bid, if applicable.
- t) Income Tax Returns for the last three completed financial years
- u) Certificate of Chartered Accountant about turnover of the bidder for the last three completed financial years. (minimum annual turnover is ₹3.00 crores)

Bidders must upload documentary proof (where applicable) in support of fulfilling each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose..

B.PRICE BID related conditions.

i)The contractor shall abide by the minimum wages as per Government of India (GoI) and other GoI Acts and Rules (as amended from time to time) relevant to such type of works

ii)Any agency quoting agency charge less than the current applicable TDS deduction percentage (i.e. @ 2 % or which is prevailing during submission of bid) along with applicable percentage of GST shall be treated as non responsive and will be summarily rejected.

***iii)Bidder will have to quote their monthly Service charge(also refer price bid in this regard) depending on service contract period and after proper calculation of wage bills throughout the contract period,including EPF and other applicable statutory payments etc,recurring cleaning material bill,recurring uniform cost,stationery cost,establishment cost, expenditure related to replacement workers/leave reserve, other relevant and miscellaneous expenditures etc.Service Charge amount will remain constant throughout the contract period.(cleaning materials means the cost of quality materials to be used as well as additional quantity of materials would be required for **highest standard of cleaning services**).

iv)Bidder should quote their service charge reasonably so as to make them financially comfortable depending on work value for proper execution of contract to ensure value for money.

v)The University is not necessarily bound to accept the lowest bidder as qualified vendor for awarding the contract. The matter of deciding the contractor shall also depend on Value of Contract, past records of vendor, financial solvency of the contractor/vendor, sustainability of performance of the work with the quoted price, complaints/delay noticed in the past concluded contracts etc.

V. GENERAL TERMS AND CONDITIONS

- 1) Please go through the Tender document carefully before participation in the bid.
- 2) The entire Tendering Process is ONLINE, however Assam University Silchar may ask to produce original hard copy for any uploaded documents.
- 3) The bid needs to be submitted as prescribed in e- Tender portal

4)The bidder shall quote its rate in e- Tender portal which must include contractors' profit, cost of consumables, leave reserve, additional resources, cleaning materials and machineries, other applicable statutory payments etc.

5)Number of housekeeping workers to be deployed should not exceed 95(ninety five)nos. per day and nos. of supervisors should not exceed 04(four) nos.per day. However the workers strength may be increased only in case of addition of new buildings assigned for housekeeping maintenance .Leave reserve or replacement workers may be kept as per requirement so that in case of absence/leave of the regular workers, the same may be engaged on duty. However on duty workers should not exceed the above mentioned numbers, unless approved by the AUS authority.

6)Persons to be engaged as housekeeping workers should have at least one(01) year experience of housekeeping/ cleaning and sanitation services and two (02)years experience (in case of supervisors)from any reputed and established organization. Minimum educational qualification of supervisors should be matriculation(passed)and above. (Assam University Silchar may ask to produce documentary evidence in this regard during the commencement of the contract).

7)Vendor needs to produce the list of workers including the list of leave reserve/replacement workers within 15(fifteen days) of the first month of contract. Any changes in the list during the period of contract should be intimated by the vendor prior to engagement of such workers.

8)Vendor must ensure no criminal records are existing for any workers. Clearance from the police needs to be taken in this regard. Assam University may ask for documentary proof in this regard as per requirement at any point of time during the period of contract. Assam University may also ask the vendor to produce its own police verification/clearance report regarding any previous/pending or ongoing criminal records, as and when required by the Assam University.

9)Contract might get extended with same terms and conditions till finalization of new contract or as decided by the Assam University.

10)The Bidders are advised, in their own interest, to visit all the office premises mentioned as well as equipment required, to have a clear picture of the work involved before quoting rates in the Financial Bid.

11)Amendment/corrigendum, if any in the tender document shall appear only in the e- Tender portal only. No newspaper publication will be issued in this regard.

12)The successful bidder has to sign a contract agreement, on Non judicial stamp paper of Rs. 100/-, for a period of 02(two) year with AUS, in the format provided by the Estate Section, AUS within fifteen days of the first month of the contract

13)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.

14)The successful bidder has to maintain a camp office at Silchar/nearby AUS campus within 15(fifteen) days from the issuanceof work order.

15)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, Local Medical or Sanitary Authorities for the purpose of dealing and overcoming the same.

16)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.

17)The contractor shall abide by the Central Labour Laws and other Government Of India (GoI) rules and regulations as well as rules as applicable to such type of works.

18)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.

19) 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 three- month prior notice.

20) The AUS may cancel or discontinue the service of the service provider / contractor anytime (may be with a month's notice). 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.

21) Payment against Bill shall be **reimbursed** (i.e after production of all relevant paid wage statements, vouchers, challans, bank statements etc) only after satisfactory completion of the work of HOUSEKEEPING & CLEANING SERVICE every month in general cases. Payment will be made direct to the Contractor through 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. It is important to note that although the payment will be reimbursed on monthly basis, however the contractor should be solvent enough to make up to three (03) months payment to the deployed workers without claiming reimbursement, as and when desired by the University and the same will be reimbursed accordingly by the Assam University upon production of all paid receipts, bank statements, ECR challan, user certificate, registers etc.

22) Being the lowest bidder only does not necessarily qualify for a successful bid.

23) The terms and conditions of the Tender Documents will be binding to the Bidders and the AUS.

24) Any dispute arising out of this Tender contract will be subject to Silchar jurisdiction only.

25) Only those parties who agree to the aforementioned terms and conditions are to apply for providing the concerned services.

26) The tender documents and enclosures submitted along with will be the property of the AUS.

27) 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 authorised by him on his behalf and the same will be deducted from the monthly bill of the contractor.

28) Physical security check will be carried out both at the time of entry and leaving the Room/Hostel campus. The institute may introduce a system of contactless /RFID attendance/ GIS checking system, 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. **The contractor shall deploy contactless attendance device(s) at his own cost to prevent any unauthorised entry.** The contractor has to keep spare device for installation in case of any malfunction of the contactless attendance device. **The contractor shall maintain separate register *(work register and material stock register) in the academic buildings and other buildings** No items will be taken out of the University without written permission. No accommodation for workmen, supervisors and proprietor shall be provided by the AUS.

*Register format will be provided by the University in due course of time.

29) 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.

30) 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, any other applicable Govt. of India (GoI) acts etc. and labour license of state and central government, as on the date in existence or revised/changes in the future, will be sole responsibility of the contractor.

31)The contractor should at all-time indemnify AUS against actions referred in above paras 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.

32) This present contract shall nullify all terms and conditions of previous contract, agreements, MOS (memorandum of settlement) entered with the AUS by any previous contractors, workers, worker/labour union, safai karmachari sangstha etc and therefore AUS will no longer be bound to follow any previous terms and conditions before this present contract. Further any labour union, external establishment etc cannot use the name of "ASSAM UNIVERSITY" nor its logo in the name of their establishment etc, such practices will be dealt seriously by the Assam University authority and will be considered as a punishable offence.

33)The contractor shall deploy such workers who are willing to work under the terms and conditions as envisaged in this document in general and after police verification that no criminal charges are there against the workers. The willingness duly signed for abiding the terms and conditions as referred above shall form a part of the contract agreement.

34)Workers who are in agreement with the above terms and conditions of this clause may only be enrolled in this present contract.

35)Terms and conditions in e- Tender portal will be applicable that are not mentioned in this tender document.

VI. ENGAGEMENT OF WORKERS AND SUPERVISORS

1.The personnel engaged by the contractor/ agency/ firm should be present in allotted building /departments during 8 AM to 4:30 PM [during October to February] and 9AM to 5:30 PM [during March to September] on all working days (Monday to Saturday) with half an hour lunch break. However, on requirement basis the task need to be performed on any other working hours and at any other places, both inside and outside of building including road cleaning, jungle cutting etc. Cleaning works need to be performed regularly at Main Gate/Guest house/ Health Centre/Administrative building/VC's Bungalow or any other location as desired by AUS. However, in case of necessity, the agency shall have to provide House Keeping and Cleaning Services during SUNDAYS/HOLIDAYS/NATIONAL HOLIDAYS in the areas/buildings in addition to the places mentioned below and claim shall be made accordingly. The workers are entitled to paid NATIONAL HOLIDAYS as notified by AUS from time to time.

Workers deployed on requirement basis to work on NATIONAL HOLIDAYS/Bandh/Strike/Unforeseen holiday/vacation/pandemic etc shall be paid as per AUS rule, for the actual amount of work done, with no. of manpower deployed and the service charge will be calculated proportionally in equal percentage of the quoted service charge amount or as decided by AUS.

2.The work will be done on 6 days a week, in normal circumstances. In case of Roads, Main Gate and surrounding area, Hostels, Guest Houses (including the rooms and compound) and Vice- Chancellor's Bungalow, services will be required for 7 (Seven) days in a week. In case of emergency or any other exceptional situation or on requirement basis, Housekeeping and Cleaning Services have to be extended as and when called by the AUS authority.

3.The Contractors/Supervisors etc (as applicable) shall have active mobile connections/walky-talkies for ease of communication and for receiving instructions even after normal office hours as per requirement.

4.The contractor and/or the supervisor shall meet the DR(Estate)/AR(Estate)/Estate Officer/Section Officer (Estate)/Officer In-charge/HOD on regular basis and receive instructions, if any, for smooth operation of the job. Any incident of irregular nature shall be reported by the Supervisor to the Estate Section or the concerned officer in writing.

5.In case of any dereliction of duty, gross neglect, an unintended damage caused by the contractor or its staff or otherwise, any harm done to the University, its properties, its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal/judicial proceedings as well as pay penalty which the University may deem fit.

6.The standard of sanitation will always be to the satisfaction of the authorized representative or the officer-in-charge whose decision in this regard shall be final and binding on the contractor.

7.The workers engaged by the House Keeping Agency should be physically fit, energetic and should have basic knowledge and skill of cleaning and sweeping.

8.The contractor/firm or the agency shall be required to provide uniform/aprons, gloves, boots, etc (from its service charge during the contract period), indicating the name of the firm/agency on left pocket and sufficiently big alphabet "HOUSEKEEPING" printed on the back and Photo Identity Card to all the personnel engaged and to furnish to the University a list of persons so engaged along with bio-data & photographs .It is mandatory to wear Uniform and carry Identity Card with them inside the campus during duty hours. No workers will be entertained to work without the abovementioned uniform and other accessories. The uniform is also mandatory for the deployed persons from the reserve pool. The persons engaged for the work shall approach appropriate statutory authorities in case of any dispute with the Contractor and under no circumstances Assam University will be held responsible.

9.The workers who would be posted for cleaning of roads and adjoining areas of Administrative Building are to be provided with raincoats with boots for rainy days with printing as detailed as above.

10.Any change of person engaged and details of replacement should be intimated to the University (Estate Section) in writing well in advance.

11.The hard copy of attendance along with relevant registers, work performance report etc from the user departments needs to be placed in AUS office for claiming reimbursement of the wage bill.

12.There will be provision of work ratings. The task attaining poor ratings shall attract penalty as decided by the University during the tenure of the contract (Refer Annexure E for detail)

VII. COMPLIANCE OF LABOUR REGULATIONS/ LEGAL LIABILITY & RESPONSIBILITY OF AGENCY

1.The Contractor/firm is required to comply with all the provisions of the Contract Labour (Regulation and Abolition) Act. 1970 and all other applicable Act/rules etc. The contractor shall also abide by the provisions of the Child and Adolescent Labour,Prohibition and Regulation Act,1986 and other labour laws.Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant due to non compliance of the law.Moreover,the contractor shall ensure that no labour below the age of 18 years shall be employed on the work.

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 statutes and rules etc. The contractor shall pay the wages of the workers within 5th of the next month (if 5th happens to be holiday, then payment has to made on the 4th day of the month) and claim the bill. The agency/contractor is required to produce copies of all paid challans /documents, of having deposited the amount every month along with the monthly bill.

2.For all intents and purposes, the contractor shall be the **“Principal Employer”** within the meaning of different Labour Legislations in respect of manpower operator so employed and deployed at this office. The manpower deployed by the contractor at this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Assam University.

3.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.

4.The Contractor/ firm shall be responsible and shall pay all compensation to its employees 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.

5.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, Minimum Wages Act,Central Labour Act. And any other relevant Relevant Acts and statutes of Govt. Of India 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.

6. The contractor/agency shall comply with PF (as applicable), Rules in force from time to time and shall submit ECR, Payment confirmation receipt, Contribution list of ESI etc along with monthly wage bill.

7. The contractor also need to submit bank certified payment statement indicating name of each worker along with the self certified wage statement of each worker indicating deductions (if any) along with monthly wage bill.

VIII. PERFORMANCE SECURITY

The successful bidder will be required to furnish interest free Performance Security of **Rs. 20,00,000.00 (Rupees Twenty Lac) only** in favour of Assam University, Silchar valid during the term of the contract/extended term of the contract, as the case may be, 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. The security deposit will be refunded interest free upon satisfactory performance and compliance of terms and conditions during the contract period. However, in case of MSME registered bidders, (in case of exemption of the security deposit), the complete wage bill of the first month will be reimbursed (without any interest etc) by AUS after satisfactory completion of the contract period including extension of contract (if any). Renewal of the performance security has to be resubmitted by the contractor in case of expiry of the submitted DD/FDR of ₹20,00,000.00 to the AUS.

IX. LIQUIDITY DAMAGE

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.

X. 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 one-month notice will be issued to the contractor by the authority to terminate the contract without prejudice to any rights or privileges accruing 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 one month notice to the agency.
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 of situation, beyond the control of either party, the contract may be terminated with mutual consent.

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.
7. If the contractor is found in any illegal trade practice, violates any government norms, defames or tarnish the reputation, of the University, calls trade union strike or similar nature, or files any suit against the University, then the University can immediately terminate the contract /workorder /tender and may also blacklist the contractor from further bidding in any contractual work in near future.

XI. MISBEHAVIOURS 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.
3. Any personnel deployed by the Agency, refuses to 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.

XII. 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. The place of Arbitration shall be Assam University Silchar. 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 housekeeping services is free from any infection or communicable disease and of sound health and capable to perform works properly during duty hours. The staff should wear caps and gloves at work place. Smoking, eating or chewing pan/tobacco/zarda/gutka etc. & spitting is strictly prohibited and any worker found to be indulged in such activities shall be liable to be terminated.

XIV. BREAKAGE

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

XV. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the AUS as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option, terminate the contract. AUS will not bear any financial liability or any kind of other liabilities in this regard.

XVI. PAYMENT SCHEDULE

Monthly claim bill shall be submitted **(unless desired otherwise by the Assam University)** by the contractor in pre-printed bill form for **reimbursement by the AUS**, 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 Service Tax/GST registration No.
6. Labour License / Registration No.
7. PFMS Registration No.
8. Paid ECR challan/ESI Contribution list and Payment confirmation receipt downloaded from EPF Portal and ESI portal.

9. Bank certified payment statement against each worker, wage month etc.
10. Self certified wage statement against each worker indicating deductions etc(if any)
11. Satisfactory Service certificate as per university prescribed format (Annexure E) from the user departments/office/hostels/health- centre etc. duly certified by HOD/Deans/Warden/Medical Officer/Permanent staff of the University along with monthly work register/material register and log sheet of periodical works done (also duly signed).

11. Attendance sheet /register of the workers duly self certified.

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

11. TERMINATION OF THE CONTRACT

- a) Assam University shall be at its liberty/discretion to terminate this contract forthwith upon or at any time a breach 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-A

DECLARATION

I,Son/Daughter of.....Proprietor/
Partner/ Director/ Authorized Signatory of..... and competent to sign
this declaration and execute this tender document.

- 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 Contractor/ Authorized Person

Date:.....

Full Name.....

Place:.....

Company Seal.....

ANNEXURE -B

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: -

1. That our Firm / company i.e (Mention name of *firm/company) is registered vide Registration No.....under the provisions of (Mention the name of the Act).

2. That our Firm / company i.e (Mention name of *firm/company) has applied in response to notice inviting tender for providing housekeeping service in Assam University, Silchar.

3. 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.

4. 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 does 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..... 2021.
(* Strike off whichever is not applicable)

DEPONENT

Note: Deponent will be the authorized signatory of the Applicant

ANNEXURE-C

CERTIFICATE REGARDING TURN-OVER OF BIDDER DURING THE LAST THREE FINANCIAL YEARS

I/We, M/s _____, the bidder for providing for Security Services on annual contract basis, hereby confirm that the average annual turnover of the firm/company during the last three financial years, i.e., 2019-20, 2020-21 and 2021-2022 is Rs.3.00 Cr. or more. The financial year-wise break-up is given below: -

S. No	Financial Year	Annual Turnover for the Year
1	2019-2020	
2	2020-2021	
3	2021-2022	

SIGNATURE OF THE BIDDER WITH DATE & SEAL

ANNEXURE-D

CERTIFICATE BY CHARTERED ACCOUNTANT

I/We _____, Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years mentioned above in respect of M/s _____ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

Annexure E

DAILY SATISFACTORY SERVICE CERTIFICATE

(To be submitted along with the monthly bill)

FOR THE MONTH OF

The undersigned certifies the performance of the Housekeeping and Cleaning Services as under (please tick appropriately):

UNSATISFACTORY (numerical rating 1-2)

SATISFACTORY (numerical rating 3-4)

Rating (1 –Very Poor, 2 - Poor, 3 - Good, 4-Very Good)

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

Sl No.	Reasons for penalty	Penalty amounts up to
1.	For not wearing uniform	Rs. 100/- per worker per day
2.	For failure to clean toilets	Rs. 500/- per toilet per day
3.	For failure to clean corridor areas	Rs. 500/- per floor (wing-wise) per day
*4.	For failure to clean outside area/internal roads/drain cleaning (when instructed)/sanitary tank cleaning (when instructed)	Rs. 500/- per day per instance
5.	For failure to provide cleaning item/other items in bathroom/toilet	Rs. 100/- day per instance
6.	For misbehaviour/harsh/rude behaviour	Rs. 200/- on each occasion
7.	Housekeeping worker/supervisors found sleeping/missing from the place of duty for any reason during duty hours	Rs. 300/- on each instance
8.	Housekeeping worker /Supervisors found indulging in smoking/drinking/drunken during duty hours. (Besides such defaulters shall not be allowed to enter in university premises in future.)	Rs. 1000/- per instance
9	For failure in Daily Sweeping / Wet Cleaning/ Dusting of Rooms / Labs / furniture/equipments/computer and	Rs. 500/- per day

	peripherals or any other usable and important item etc belonging to AUS and instructed to be cleaned by the user.	
10	For failure in Daily Sweeping / Cleaning of all waste in the premises and around the building.	Rs. 500/- per day per event
11	For failure in Weekly Cleaning of Fans / Removal of Cobwebs of all rooms.	Rs. 1000/- per week per event
12	For failure in Monthly Dry/ wet Cleaning of Doors and Windows	Rs.2000/- per month per event
13	Failure to perform any other task mentioned in this tender document, or task instructed by authorised AUS administration officials to be completed in a reasonable and specific time frame	Rs. 500/- per day per event

NB:Details of materials(reflecting quantity) supplied for the month (to be filled up by the contractor & to be certified by the user) in the material stock register

*For sl no 4, AUS administration will instruct in general cases. However, user may communicate with the AUS administration for any specific task/purpose.

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.

Overall rating per day:

Penalty amount per day
(May be specified by the user):

Remarks (if any)

**a) User may enter the penalty amount or may mention NIL. In case where penalty amount is left blank or NIL, no penalty will be imposed, even if the rating is given 1 or 2 (NOT SATISFACTORY).

b) Multiple penalty may be imposed for multiple tasks separately by the user and the same may be mentioned in the remark

Signature with date:

Name:

Name of the Department/Hostels/Office/Centre/Section etc.

Annexure -F

List of Departments / Buildings for reference only and the numbers may vary during the contract period.

Sl.No.	Name of the Department/Buildings etc.	No of buildings
1	Business Administration	2
2	Economics, Commerce	1
3	Political Science, History, Sociology	1
4	Fine Arts, Mass Communication	1
5	Computer Science	1
6	Mathematics	1
7	Bengali, Hindi, Sanskrit, Manipuri	1
8	English, French, Linguistics, Arabic	1
9	Social Work	1
10	Biotechnology	1
11	Library & Information Science	1
12	Education	1
13	Law	1
14	Earth Science	1
15	Microbiology	1
16	Electronics & Telecommunication	1
17	Agricultural Engineering	1
18	Central Library	1
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/Netaji Subhash Mukta Mancha/Main gate and surrounding area/Roads/Surroundings of Admin Bldg.	1
30	International Guest House	1
31	Examination	2
32	Hostels(Boys and Girls)	11
33	Administrative Building	1
34	Students Amenity Centre	1
35	U. N. Brahma Hall & Foreign Student Residence	1
36	SOT Workshop	1
37	Waiting Sheds/Netaji Subhash Mancha	1
38	Department of performing Art/Urdu	1
39	Health Centre and Pathology Lab	2
40	Temporary Accommodation Complex	Consisting of semipermanent buildings
41	Kendriya Vidyalaya, AUS Campus	1

PREPARATION OF BIDS

1. Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids.
2. Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. In case of Bank Guarantee (BG) scanned copy of BG should be uploaded along with bid.
4. The original Bank Guarantee shall be submitted to office of the concerned official of **Assam University Silchar** as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.
5. Hardcopy of the uploaded documents in e- Tender portal are to be submitted within four(04)days calculated from the last date of submission/upload in e- Tender portal, to Estate Section, Administrative Building, Assam University Silchar. Documents are to be submitted in a sealed envelope duly certified. Sealed envelope cover should reflect the name of the work, name of the bidder, e- Tender bid no.(if any).

PRICE BID

[please quote in the MS Excel sheet separately provided in the e-Tender portal under Ministry of Education(MoE)]

Sl No.	Name of work	Monthly Service Charge (in₹)*	Remarks
1	Housekeeping and cleaning services at Assam University Silchar (Bidders to enter value above)	Service Charge (in₹) shall remain constant throughout the contract period.
	*Service Charge(in₹) to be calculated=(95** x current minimum wages of unskilled workers+4x current minimum wages of unskilled supervisors) x 26*** no of working days x service charge of bidder in percentage		Service charge in% <u>which must include contractors' profit, cost of consumables, leave reserve, additional resources, cleaning materials and machineries, stationery cost,establishment cost,miscellaneous cost,other applicable statutory payments etc.</u>
	**95 indicates tentative number of workers per day. Further tentative no. of unskilled supervisors=4 nos. per day Minimum wages will “be per head per day” and shall be as per Ministry of Labour and Employment, Govt. of India		
	***26 working days is taken for 30 days a month as a standard for calculation of service charge		