



Nalanda  
UNIVERSITY

**BID DOCUMENT No. NU/Admin/111/2015-16**

**Nalanda University**

Rajgir 803 116

**SUBJECT: Notice Inviting Tender (in e-Tendering mode) for annual contract for Housekeeping Services in Nalanda University.**

Sealed tenders (in e-tendering mode) are invited by the Nalanda University (NU) from eligible registered and authorized firms/agencies for Providing Housekeeping Services required at Nalanda University premises (as per details given in the Tender Document) in Rajgir, District – Nalanda, Bihar – 803116.

Nalanda University has been established as an International University pursuant to the decisions taken in various East Asia Summits by an Act of Indian Parliament entitled “The Nalanda University Act, 2010 (No. 39 of 2010)”. The University invites sealed Bid in Two Bid System (Technical and Financial) from interested parties for providing of Housekeeping Services with suitable, trained and uniformed manpower for the University. The details of the Bid are as under:-

**Brief Details of the Tender**

Date of commencement : **02.07.2016**  
**Pre Bid Meeting for the Bid** : **08.07.2016 at 11.00 AM**  
in the Rajgir office of the University  
Last date for submission of Bid Form : **23.07.16 by 3.00 PM**  
Date & Time for opening of Technical Bid : **23.07.16 at 3.30 PM**  
Date & Time for opening of Financial Bid : **Will be intimated to all eligible bidders, separately**  
**Estimated Cost of the Bid: Rs. 85,00,000/- (Rupees eighty five Lakh){Approximate}**

**Earnest Money Deposit : Rs. 1,70,000/- (Rupees One Lakhs Seventy thousand only)**

{The EMD must be enclosed along with bid documents in the form of Demand Draft or Banker's cheque of any Scheduled Bank drawn in favour of Nalanda University, payable at Rajgir or Fixed Deposit Receipt(FDR) of Scheduled Bank}

**E-tender processing fee: Rs. 3000/- in the form of demand draft/Bankers cheque drawn in favour of Nalanda University, payable at Rajgir which should be submitted in addition to the demand draft for EMD.**

**Details of Deposit of Earnest Money Deposit (EMD) and the cost of the Bid Form:**

S. No.	DD No./FDR No	Date	Amount (Rs.)	Drawn on Bank
Name of the Contractor/Agency with complete address and phone no. PAN No.				

Registrar  
Nalanda University

## INSTRUCTIONS TO BIDDERS

### I. INTRODUCTION

Nalanda University, an institution established by an Act of parliament invites tenders in e-tendering mode from well-established, solvent and experienced agency (to be on-board, the existence of the bidders in the field of Housekeeping services should be minimum five years) for Housekeeping Services. The University Campus is located in Rajgir, Dist- Nalanda, Bihar.

II. The tender documents can be downloaded from the websites <http://www.eprocure.gov.in> and <http://www.nalandauniv.edu.in> from 02.07.2016 to 23.07.2016 (up to 03.00 P.M.).

III. Intending bidders are advised to obtain valid class-II (or appropriate class) digital signature to participate in the e-tendering process.

**IV. The interested service providers/firms/agencies shall upload their tenders in <http://eprocure.gov.in/eprocure/app> and also physically submit the tenders (as per the guidelines given in “Process of Bid Submission” under Special Conditions of this tender document” in the tender box kept at Reception of Nalanda University’s Rajgir Office both within the stipulated time and date as indicated above.**

V. The interested service providers/firms have to submit the tenders in two bid system {i.e. (i) Technical Bid and (ii) Financial Bid}.

### VI BID DESCRIPTION, TERMS & CONDITIONS AND ELIGIBILITY CRITERIA

**Two Bid Bids** (Technical Bid + Price Bid) are invited for annual contract for Housekeeping Services at University Campus on behalf of the Vice Chancellor, Nalanda University from eligible agencies, having experience in similar work.

The agency shall fulfill the following :

- (i) The bidder should be registered with concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 and relevant provision applicable on All India basis.
- (ii) The agency should be registered with EPFO & ESIC and should have the valid registration certificates.
- (iii) The agency should have Registration of Service Tax/Sales, Tax & TIN etc. and should have submitted the last tax return, on time.
- (iv) The agency should have valid PAN No. in its name and company must be ISO certified.
- (v) Eligibility Criteria:

Work Experience – During the past five years the bidder should have experience of providing housekeeping services in any of the Departments/Autonomous Bodies/Universities/IITs/Public Sector Undertakings of State as well as Central

Government/Banks/Airports/Hospitals/Medical Colleges/IT Parks/Private Hotels/any other private sector institutions. The bidder must have completed work for providing housekeeping services at least:

- a. Three works contract of providing housekeeping services not less than Rs. 34.00 lakh each, OR
- b. Two works contract of providing housekeeping services not less than Rs 42.50 lakh each, OR
- c. One work contract of providing housekeeping services not less than Rs 68.00 Lakh

The Bidder must have completed at least one service work of any nature (either as a part of the eligibility criteria as stated in the above para or separately) costing not less than Rs.50 Lakh with a Central or State Government Department/Central or State Autonomous Body/ Central or State PSU/ City Development Authority/ Municipal Corporation of City formed under any act by Central or State Govt. and published in Central or State Gazette during the last five years ending reckoned till last day of the previous month of publication of the Bid.

**Financial Turnover:** Minimum average Annual turnover of agency should be more than **one crore, during each of the last three financial years.** The company must submit last **3 years income tax return along with Bid document. An audited profit/loss statement for the last five financial years shall be submitted duly certified by a practicing Chartered Accountant.** The bidder must not have incurred loss in the preceding two financial years ending 31<sup>st</sup> March 2016 according to the profit/loss statement. The Profit After Tax (PAT) should not be negative for more than two years in the preceding five years.

**The bidder must submit a solvency certificate as may be certified by its bankers for a value not less than Rs 34.00 Lakhs (Rupees thirty four lakh only). Such certificate shall not be of a date which is more than six months prior to the date of submission of tender.**

(vi) The company should have been in existence for more than five years.

(viii) In case agency is blacklisted by any government organization/PSU/University etc., the Bid will be liable to be rejected. The interested bidders are to furnish a duly notarized affidavit, stating on oath that the bidder has not been blacklisted by any Govt Agency. Bids received without such affidavit shall summarily be rejected and the University shall be entitled to forfeit the EMD.

(ix) Technical bid will be submitted in the Proforma for **Technical Bid**, given at **Annexure 'A'**.

(x) **Price Bid** will be submitted in the Proforma for Price Bid, given at **Annexure 'B'**.

**(xi) EMD:**

**(a) The earnest money of the Bidders whose bids are not accepted will be refunded after the bid has been finalised.**

**(b) If any Bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the University, then the University shall,**

without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest Bidder once the earnest money of all the Bidders except those of the lowest is refunded as per provisions under para(a).

(c) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited by the University automatically without any notice.

(d) In case of forfeiture of earnest money as prescribed in 1 and 2 above, Bidder shall not be allowed to participate in the retendering process of the work.

## VII. BID DOCUMENTS:

The Bid document comprises of:

- a) Notice of Invitation of Bid
- b) Form of Technical Bid (Annexure-A)
- c) Form of Price Bid (Annexure-B)
- d) Terms and conditions
- e) Form of Agreement (Annexure-II)
- f) Other Annexures.

The bidder is expected to examine all instructions, Forms, Terms, and Conditions in the Bid document. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document will be at the bidder's risk and may result in rejection of his bid.

## EVALUATION OF TENDERS:

The technical evaluation of the tenders shall be done based on the following tender assessment format:

Sl No.	Attributes	Max. Marks	Min. qualifying marks	Marks Obtained By the Bidder	Evaluation Criteria	Remarks
A	Financial strength	25	12.5		(i) 60% marks for minimum eligibility criteria	
A 1	Average annual turnover	20			(ii) 100% marks for twice the minimum eligibility criteria or more	
A 2	Solvency Certificate	5			In between (i) & (ii) – on pro-rata basis	
B	Work Experience during last five years.	25	12.5		(i) 60% marks for minimum eligibility criteria (ii) 100%	

					marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis	
D	Performance works (Quality)	of 40	20		The evaluation will be done by a committee/jury nominated by the University for the purpose based on documents submitted and/or other means as decided by the committee/jury who may include visit of the site of project referred to by the bidder or any other project as deemed fit. The Bidder shall submit precise certificate given by the Owners/employers signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent along with photographic evidence to support evaluation for this category.	
E	Compliance of statutory requirements such as ESI, EPF, regular payment to the workers, ISO 9001	10	5		Evaluation can be taken up on the basis on documentary proofs submitted.	
To become eligible for short listing the Bidder must secure at least 50% marks in each of the above categories <b>A, B, C, D &amp; E</b> and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.						
*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer/Deputy Registrar or equivalent shall be furnished along with photographic evidence to support evaluation for this category.						

### **Notes on Assessment Format:**

1. The total marks in the above mentioned assessment format add up to 100.
2. To become eligible for short listing the Bidder must secure at least 50% marks in each of the above categories A, B, C, D & E and 60% marks in aggregate. The University reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.
3. The Financial Bids of only those who qualify in the minimum criteria will be opened.
4. The cut off level determined by Nalanda University is not negotiable.

**The final evaluation will be a combination of the Minimum Criteria and the Financial Bid in the following manner:**

**Technical Score (Minimum Criteria): 75 Marks**

**Financial Score (Financial Bid): 25 Marks**

The technical score arrived at according to the technical assessment format will be rationalized to a total of 75 Marks.

The Financial Score will be arrived at as follows:

The Firm/ Entity/ Organization quoting the lowest fee will obtain the highest marks, i.e. 25. The fees quoted by all other Firms/ Entities/ Organizations will be marked

based on the formula “25 X PL/P” where PL is the lowest fee quoted and P is the fee quoted by the respective Firm/ Entity/ Organization.

### VIII. DURATION OF CONTRACT:

The contract will initially for **one** year and the University reserves the right to curtail or to extend the contract on the same rates and terms and conditions for such period as may be agreed to, **but not beyond three years** subject to satisfactory work performance. **However, the minimum wages will be revised as per orders of the Government of Bihar from time to time, but the contractor’s profit (Service charge) will remain the same.**

### IX. SCOPE OF WORK, JOB DESCRIPTION AND RESPONSIBILITES FOR HOUSEKEEPING

The University intends to award the work of housekeeping/cleaning & dusting etc. on contract basis of the following buildings including roads, garbage pit and side lanes etc.

SI. NO.	DESCRIPTION COVERED AREA	NO. OF OCCASIONS
1.	2	3
1.	(A) CLEANING OF ROOMS	5 day a week
	(B) CLEANING OF CORRIDORS/PASSAGES	DAILY
2.	<b><u>CLEANING OF TOILETS</u></b>	DAILY
3.	<b><u>OPEN SPACE</u></b>	
	(A) ROADS	DAILY
	(B) LAWNS	DAILY
	(C) TERRACE	DAILY
4.	<b><u>CLEANING OF GARBAGE PITS</u></b> Daily removal of garbage from the garbage pits to space allocated by the University	DAILY

#### 1. Office Complex mainly consists of the following:-

- i. Total Interim campus of Nalanda University.
- ii. Laboratories.

#### 2. **RESIDENTIAL COMPLEX**

- i) Garbage pits of all blocks.
- ii) Stair case area of all blocks.

- iii) Open space area of all blocks.

### **3. RESIDENCE HALL COMPLEX**

- a. Tathagat Residential Hall ( All Campus)
- b. Ajatshatru Residential Complex
- c. University Guest House, Bengali Pada
- d. Residence Hall No. 3
- e. Residence Hall No. 4

### **4. JOB DESCRIPTION**

#### **DAILY**

- a) Daily cleaning & dusting of Rooms.
- b) Daily mopping of floors.
- c) Daily dusting of furniture.
- d) Daily cleaning & washing of toilets.
- e) Daily cleaning of roads, open areas, lawns, Backyards and Side lanes etc.
- f) Daily removal of garbage/waste from the Garbage pits from the Campus to Municipality collecting sites.
- g) Daily cleaning of laboratories & their equipments.
- h) Daily Cleaning of Canteen.
- i) Daily cleaning of Hostel rooms, Dining Hall, Pantry, Kitchen, Visitors rooms, Stores, Furniture etc.
- j) Daily cleaning of compound of bungalow complex.
- k) Daily Cleaning of Tathagat Residential Hall/NU Guest House etc.
- l) Daily cleaning /sweeping of open space of all Blocks.
- m) Daily cleaning of open space of all Blocks.
- n) Daily cleaning of Garbage pits/chutes.
- o) Cleaning of record rooms

#### **WEEKLY**

- Cleaning of window and ventilator panes.
- Cleaning of doors.
- Washing & cleaning of rooms & corridors.
- Cleaning of terraces & rain water drains etc.

#### **IMPORTANT**

The cleaning of the carpet (in offices & University building etc), laboratories, audio-visual equipment, computers and sophisticated equipment shall be done with Vacuum Cleaners only.

### **X. MINIMUM TOOLS AND EQUIPMENTS REQUIRED**

#### **I. Minimum tools, equipment's and cleaning material required FOR Housekeeping Services at site will be as under**

- a. DUSTBIN TROLLY (25 Nos)
- b. RIKSHAW FOR GARBAGE(6 Nos)
- c. Cycle- 6 Nos

- d. Motor bike(Minimum 125 cc)- 1 Nos
- g. Mobile Phone- 5 Nos. (With ceiling of 500/- per month will be paid by the Agency to each Manager/Housekeeping Supervisor )

Details of material required are given in **Annexure D**. The items and quantity mentioned therein may change, if necessary. If any material is found to be substandard by the University, the contractor shall be liable to replace it by the material of acceptable quality immediately. Failure to do so will invite a penalty of Rs. 500 per day.

## **XI. GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

#### **1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

'Agreement'	The word "agreement" and "Contract" has been used interchangeably
Party	The word "Party" means the successful Bidder to whom the work for 'Hiring of services for Housekeeping in Nalanda University, Rajgir '
Letter of Acceptance	Shall mean the intent of the University to engage the successful bidder for the hiring services for Housekeeping in Nalanda University, Rajgir
Notice to Proceed	Shall mean the date on which the manpower services are to commence in University's premises
Confidential Information	Shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business/assets of University including the information having commercial value
Termination Date	Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing housekeeping services in University



premises has been awarded.
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## **1.2 CONFIDENTIALITY**

1.2.1 The contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the University's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the University. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of University's information.

1.2.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the University immediately on receipt of such queries.

## **2 PERFORMANCE SECURITY DEPOSIT (GUARANTEE)**

2.1 The successful bidder has to deposit Performance Security Deposit (PSD), which will be a sum equivalent to 10% of the accepted contract value in favour of Nalanda University payable at Rajgir in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any scheduled bank made in the name of the agency/firm and hypothecated to the Nalanda University, Rajgir Bihar within fifteen days of the acceptance of the Letter of Intent.

PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder.

2.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the University in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the University sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the Competent Authority in the University to deposit Security and the contractor fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the contract and the University shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have

been issued to the contractor.

### **3. NOTICE TO PROCEED**

After the acceptance of the Letter of Intent and securing Performance Security Deposit from the successful bidder, University shall issue the 'Notice to Proceed', to the contractor authorizing him to provide **manpower in the University's premises** at the specified locations.

### **4. SIGNING OF CONTRACT AGREEMENT**

- 4.1 The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 University shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.
- 4.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from the University, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the University shall sign the contract agreement and return a copy of the same to the successful bidder.

### **5. SERVICES REQUIRED BY THE UNIVERSITY**

- 5.1 The contractor shall be providing housekeeping services in the University's premises as per the details given herein, or any other location as required by the University to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The University shall pay the charges as agreed between the University and the contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.
- 5.3 The contractor shall provide housekeeping services in the University's premises to its entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the contractor's obligations.

### **6. COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon:

- 6.1 Submission of Performance Security Deposit.
- 6.2 The contractor shall commence housekeeping services at Nalanda University premises at Rajgir, District Nalanda, Bihar within Ten (10) days from the date of receipt of Notice to Proceed.

## 7. CONTRACTOR'S OBLIGATIONS

- 7.1 The contractor shall provide housekeeping services in the premises of Nalanda University as per Schedule of Work/Requirements which may be amended from time to time by the University during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the University from time to time.
- 7.2 The contractor shall provide housekeeping services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the University shall not in any manner be liable. All statutory liabilities (such as ESI & PF, Bonus and other statutory dues etc.) shall be paid for by the contractor.
- 7.3 The contractor shall submit to the University the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the **deployed personnel** to the concerned authorities from time to time.
- 7.4 The contractor shall produce to the University the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The University shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the University, emergencies exempted.
- 7.6 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the University shall own no liability and obligation in this regard.
- 7.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of Housekeeping Services in accordance with Schedule of Requirements.
- 7.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.
- 7.9 The personnel of the contractor shall not be the employees of the University and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the University shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made thereunder for the time being in

force, or any other law.

- 7.11 The contractor shall provide minimum of two sets each of summer and winter uniforms to its personnel at its own cost.
- 7.12 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the contractor quarterly basis.
- 7.13 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the University.
- 7.16 The contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing the services.

#### **7.17 Contractor's Personnel**

- 7.17.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the University premises at the University's site and in sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.
- 7.17.2 The contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the University of any change in its organization or its personnel
- 7.17.3 The personnel engaged by the contractor shall be dressed in a neat and clean uniform (including proper name badges).

#### **8. CONTRACTOR'S LIABILITY**

- 8.1 The contractor shall completely indemnify and hold harmless the University and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees and engaged in the provision of the housekeeping services to the University.
- 8.2 The contractor shall not be liable in any way whatsoever and the University hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
  - 8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any

Biological or Chemical Contamination or any Nuclear Risks;

- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause, whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the contractor or any of its employees engaged in the provision of manpower services to the University.
- 8.3 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the University shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the University may sustain in consequence or arising out of such replacing of the contract.
- 8.4 The contractor shall provide timely all the required materials, equipment and facilities at the location(s), where the Housekeeping Services are to be provided

## **9. UNIVERSITY'S OBLIGATIONS**

- 9.1 The University shall comply with and fulfill the recommendations (if any), if deemed necessary by the University, made in writing by the contractor in connection with the performance of the services. The University shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the University becomes aware of them.
- 9.2 The University shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The University does not recognize any employee-employer relationship with any of the workers of the contractor.

## **10. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially valid for a period of one year from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the University shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the University. The initial period of one year may be extended, be extended subsequently, on mutual consent, for a period of not more than one year at a time (up to a maximum of two years) on review of performance, depending upon the requirements and administrative conveniences of the .

## **11. PAYMENTS**

- 11.1 After selection of the successful bidder as contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractor by the University for the housekeeping services.
- 11.2 The prices in the Price Schedule shall be exclusive of any Service Tax, Education Cess, Secondary and Higher Education Cess or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rates.
- 11.3 The initial cost of the contract shall be valid for a period of one year. **No price escalation, other than minimum wages revision, shall be entertained by the University during the period.**
- 11.4 After expiry of the initial period of the contract of one year and if the contract is renewed by the University, the contractor shall claim increase in the contract cost only on account of increase in the minimum wages, as and when increased by the Government.
- 11.5 All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- 11.6 The University shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- 11.7 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 12.1. "Force Majeure" shall mean any event beyond the control of the University or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
- (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail: .

- 12.2 The date of commencement of the event of Force Majeure;
- 12.3 The nature and extent of the event of Force Majeure;

- 12.4 The estimated Force Majeure Period,
- 12.5 The reasonable proof of the nature of such anticipate delay or failure and its defect upon the time for performance and the nature of and the extent to which, performance of any of it's the affected obligations under contract is by the Force Majeure.
- 12.6 The measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 12.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the parties under the contract.

### **13. TERMINATION**

This contract may be terminated by either party by giving written notice to the other if:

13.1 The other party is in material breach of its obligations under this agreement and/or, in case of such breaches capable of being remedied fails to remedy the breach within thirty days of receiving notice of such breach.

13.2 The contract may be terminated forthwith by the University by giving written notice to the contractor, if,

13.2.1 In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the University shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the University in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed.

13.2.2 The contractor does not provide housekeeping services satisfactorily as per the requirements of the University or / and as per the Schedule of Requirements

13.2.3 The contractor goes bankrupt and becomes insolvent.

### **14. DISCLAIMER**

The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother , son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

### **15. INSOLVENCY**

15.1 The Competent Authority of the office in the may at any time by notice in

writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

## **16. CURRENCIES OF BID AND PAYMENTS**

The bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

17.1 If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be resolved in accordance with the existing Arbitration Rules. The authority to appoint the arbitrators shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the existing Arbitration Rules. The place of arbitration proceedings shall be Rajgir. The language of the arbitration proceedings shall be English.

17.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Bihar.

## **VIII. SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the "Instructions to the Bidders".

### **2. INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the



University indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the University on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The University shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time,

### **3. LABOUR LAW COMPLIANCES**

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The University may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
  - (a) All wages and allied benefits such as Leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and the University shall not incur any liability or additional expenditure, whatsoever for personnel deployed,
  - (b) It is mandatory that the employees must be paid through bank/cheques/ECS only in terms of instruction of the Labour Commissioner.
- 3.2 The contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the contractor to the University every month along with the bill. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.
- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during, the course of performance of the contract.
- 3.5 The contractor shall submit periodical returns as may be specified from time to time.

#### 4. OFFICIAL RECORDS :

- 4.1 The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the University.
- 4.2 The contractor shall maintain a personal file in respect of all the staff, who is deployed in University's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
- 4.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to University a statement showing the recoveries of contributions in respect of individual employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
  - (a) List of employees with their date of engagement
  - (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
  - (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
  - (d) Declaration of the contractor regarding compliance of EPF / ESIC requirements.
- 4.5 The contractor shall also prepare a register indicating all payments/dues in respect of all the employees.

#### IX. OTHER TERMS AND CONDITIONS

- i) The Bidder/contractor will have to provide adequate cleaning staff for the purpose as per the plan of deployment. The timing of the deployment of the staff would be according to the needs of the University. However the normal working hours would be 8:00 AM to 4:00 PM on all working days, Time may be changed as per requirement.
- ii) The Bidder should take care that the rates quoted are written clearly. In case of corrections/overwriting if any, the Bid will not be accepted, unless the same are authenticated by the authorized signatory who has signed the Bid.
- iii) **The Bid shall remain valid for a period of three months from the date of opening of price bid.**
- iv) The Bidders submitting Bid would be considered to have considered and accepted all the terms and conditions.
- v) Joint Bid shall not be considered.

- vi) A list of the employees engaged by the Agency/Contractor shall be provided to the University before taking over the work. The Bidder/contractor will issue identity cards to their staff clearly indicating the place of deployment i.e. Nalanda University and they shall wear identity cards while on duty failing which no entry will be allowed inside the Campus. This will be provided by the Bidder/contractor at their own cost.
- vii) The list of references where similar work is with the Bidder/contractor shall be forwarded along with the photocopies of the work orders of the University Departments.
- viii) The contractor will also ensure cleaning of lawns/parks of residential campus as and when required
- ix) The contract can be terminated by the University by giving one month's notice. The Agency/Contractor can also terminate the contract by giving three months' notice.**
- x) The Supervisors must be minimum 10<sup>th</sup> standard pass and they should have good communication skills, with 3 years of experience of supervision.
- xi) Nalanda University or a committee constituted for the purpose shall have the right to check the performance of the workers and quality of material and various equipment used by the contractor as per requirement.
- xii) The successful Bidder will have to store 50% of cleaning material required for the month. The material will be inspected by the designated officer of the University before the same is used.
- xiii) The workers and Supervisors should not have any criminal record or any kind of police case against them. Their conduct should be good. If any worker is found indulging in any unlawful activity, he will have to be removed in addition to any other action that may have be. It will be the responsibility of the contractor to deploy the workers only after getting their antecedents verified by the police.
- xiv) The contractual staff will not have any right for employment in Nalanda University.
- xv) Agency/Contractor shall be responsible for the conduct and behavior of its workers.
- xvi) In the event of any loss to the University on account of negligence of Agency/Contractor's employees, the Agency/Contractor shall make good the loss sustained by the University either by the replacement, or by payment of adequate compensation.
- xvii) The Security instructions/orders issued by the University from time to time shall have to be followed by the Bidder/contractor and his employees.
- xviii) The University reserves the rights to award the area for cleaning, dusting etc. out of various buildings/locations of the University and can any time either withdraw some areas or add some additional areas from the contract without assigning any reason.

- xix) The Bidder has to quote the rate as per the schedule format enclosed with Bid form.
- xx) The agency shall deploy 64 workers & 4 supervisors for Housekeeping Services from Monday to Saturday including 10(ten) lady worker. This number may change. One highly skilled Manager is also required to supervise the Housekeeping Services of the University. Break up of the manpower is as under which may also decrease/increase at the discretion of the University:-

Category of Housekeeping Personnel	Interim Campus	Tathagat Residential Hall (TRH), Rajgir	University Guest House, Bengali Pada, Rajgir	Ajatshatru Guest House,	Residence Hall No. 3	Residence Hall No 4	Total Manpower
Manager	One	-	-	-	-	-	One
Housekeeping Supervisor	One	One	-	One	One	-	Four
Housekeeping workers	Thirteen	eight	Three	Twelve	Twelve	Six	Fifty Four
Lady Housekeeping workers	Two	Two	-	Three	Three	-	Ten

\*1. Finalization of tender for another residential campus for students' residence/ University Classroom purpose is under process which will also be part of the University and agency is required to deploy Housekeeping workers and supervisors on the same rate, terms and conditions of the tender document.

\*2. The University is initially hiring manpower for Housekeeping Services. The successful bidder may also be requested to deploy other categories of manpower in future viz. electrician/wireman/plumber/driver etc. on the same rate, terms and conditions of the tender document under relevant category(unskilled/semiskilled/skilled/highly skilled). However the deployment of such manpower should possess valid ITI certificate and other related qualification testimonials which may also be furnished at the time of deployment of such manpower, if required.

- xxi) **UNIFORM:** The agency shall provide two Pairs of **Uniforms each for winter and summer of Approved Colour** to their workers while on duty within the premises. The workers shall always be in uniform. Workers and Supervisors must wear neat & clean-ironed uniform (including proper name badges), failing which a penalty of Rs.500/- per day shall be imposed. The penalty on this account shall be deducted from the contractor's bills.
- xxii) The Contractor shall be responsible to the Head of the University i.e. University or officer in-charge nominated by the University for the execution of day-to-day work of the Campus. In day-to-day matter, decision of University will be final and binding on the agency.
- xxiii) The Contractor shall work under the overall supervision and directions of the Officer In charge nominated by the University.
- xxiv) The Contractor shall issue **Identity Cards** to all their workers, which they shall wear while on duty.
- xxv) The Contractor should provide mobile phone to its Supervisors and Manager so that they may be contacted by University officials in case of need.
- xxvi) The workers of the agency should strictly observe the code of conduct and manner befitting security. If any employee of the contractor fails to absolve

proper conduct, the contractor shall be liable to remove him from deployment, immediately.

- xxvii) The Supervisors and workers shall not be below the age of **18 years and above the age of 50 years.**
- xxviii) The cleaning staff shall be available all the time at the place of their duty as per the roster and shall not leave the place of duty without prior permission and without providing alternative arrangement.
- xxix) In case any worker is found missing from duty etc, he will be treated as absent and will not be entitled to wages for that day.
- xxx) The agency shall submit **photographs, address and police verification of Supervisors and all cleaning staff to Registrar, Nalanda University within one month of the award of the contract** and undertaking in this regard to be submitted to the University and the University shall ensure that the contractor complies with the provisions failing which the University may deduct 1% of monthly bill (excluding service tax).
- xxxi) The owner of agency shall visit the University and take feedback from Registrar for improvement in functioning of agency.
- xxxii) In case the day of opening of Bids happens to be a holiday, the Bids will be opened on the next working day at the same time. The Bid received after the above said scheduled date and time will not be considered. **No Bid by FAX/email will be entertained.**
- xxxiii) A medical fitness certificate from the Govt hospital must be submitted in respect of each labourer to be employed in all campuses of the University.
- xxxiv) In case of any incidents /quarrel/complaints occurred /thefts in the university ,then all types of FIR with the police ,court cases on this account has to be dealt by the agency immediately with information to the university.
- xxxv) Supervisors should always be present during the working hours to monitor the performance of the personnel deputed for various tasks.
- xxxvi) Proper attendance register has to be maintained and details of the attendance / leave has to be submitted along with the claim each month for making the payment.

## **X. Eligibility criteria of Housekeeping Personnel**

### **A. Manager (Housekeeping)**

- I. Should be with graduate and well versed with computer knowledge.
- II. Should have good knowledge of Housekeeping Systems and be able to control movement of goods, personnel and transport.

- III. Should be able to gather information on Housekeeping matters of the University.
- IV. Should be well versed in firefighting, disaster management and be able to advise and train Housekeeping personnel, deployed on matters relating to first aid, firefighting, mob management and cleaning.
- V. Should take rounds and be able to detect loopholes, and be able to take preventive measures.
- VI. Manager should check attendance of the all housekeeping personnel and maintain attendance of workers of Housekeeping agency working in the campus daily.
- VII. Office timing of Manager (Housekeeping) will be in day time from 8.00 A.M to 04.00 PM. However this time schedule may be change as per the discretion of Nalanda University.
- VIII. Manager (Housekeeping) will be paid an amount of Rs. one thousand as maintenance allowance on monthly basis in addition to minimum wages.**

**B. Housekeeping Supervisor**

- I. Should be with 10 + 2 and well versed with Housekeeping related matter.
- II. Should have good knowledge of Housekeeping Systems and be able to control movement of goods, personnel and transport.
- III. Should be able to gather information on Housekeeping matters of the University.
- IV. Should be well versed in firefighting, disaster management and be able to advise and train Housekeeping personnel, deployed on matters relating to first aid, firefighting, mob management and cleaning.
- V. Should take rounds and be able to detect loopholes, and be able to take preventive measures.
- VI. Supervisor should check attendance of the all housekeeping personnel and maintain attendance of workers of other agencies working in their area of duty on daily.
- VII. Office timing of Supervisor (Housekeeping) will be in day time from 8.00 A.M to 04.00 PM. However this time schedule may be change as per the discretion of Nalanda University.

**C. Housekeeping workers**

- I. Should be minimum 8<sup>th</sup> Pass
- II. Should have good knowledge of Housekeeping Systems and be able to do cleaning of Floor/office furniture/Lab Computer, photocopy, file movement and knowledge of office system also.

**XI. Penalty:**

Penalties will be levied as mentioned below subject to the ceiling limits mentioned therein for specific lapses found during the period of contract and will be recovered from the monthly payments after due notice to the Contractor.

<b>Lapses</b>	<b>Maximum limit of Penalty per occasion per day</b>
Substandard quality/ Not in proper uniform	Rs. 500/- per person
Absence/ Nonfunctioning of	Rs. 500/- (Per set)

mobile phone	
Absence from duty	Rs. 500/- per person per occasion
Substandard quality of housekeeping material	Rs. 1000/- per occasion
Non availability of Housekeeping tools	Rs. 500/- per day
Changing of housekeeping personnel without information of Nalanda University	Rs. 500/- per person
* In addition to above occasion, university may also charge penalty on matters related to Housekeeping services on case to case basis and as per discretion of the competent authority	

## **XII. BID TERMS AND CONDITIONS**

- a) The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- b) The contractor shall abide by and comply with all the relevant laws and statutory requirements like Minimum Wages Act, Payment of Wages Act, Contract Labour (Regulation & Abolition) Act, 1970, EPF Act etc. with regard to the personnel engaged by him for providing the services in question. It will be the responsibility of the contractor to provide details of manpower deployed by him, to the University and the authorities prescribed in the relevant laws and Rules. Relevant forms of EPF for each worker will have to be submitted to the University for Information.
- c) The Bidder shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
- d) The Bidder shall be responsible for the conduct and behavior of workers employed by the agency.
- e) The University shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency etc. Similarly contractor reserves the right to change the staff with prior intimation to the University.
- f) The University shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Bidder consequent upon any injury/mishap.
- g) The earnest money of the successful Bidder will be refunded after the bank guarantee is furnished. The successful Bidder will have to furnish bank guarantee/FDR for Rs. Eight Lakhs Fifty thousand within one month from commencement of the work. The validity of bank guarantee submitted by the successful bidder will be fifteen months from the commencement of work.**
- h) The successful Bidder will have to sign an agreement with the University on a non-judicial stamp paper of **Rs. 1000/-** before taking over the contract.

- i) The Supervisors shall be paid wages applicable to Semi-Skilled category. Workers will be paid wages applicable to unskilled category. Manager will be paid wages applicable to highly skilled category. However, their minimum wages will be revised as per revision of Bihar Govt. order
- j) **REGISTRAR, NALANDA UNIVERSITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL BID(S) WITHOUT ASSIGNING ANY REASON.**
- k) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.
- l) On termination/expiry of the contract, the agency will immediately remove all its personnel from the premises of the Nalanda University and handover premises to the designated officer of the University as per norms.
- m) **If it becomes necessary to effect any amendments/ additions/ deletions to the terms and conditions, the same shall be published on the website of the University, before the expiry of the deadline to submit Bids.**

### **XIII. DUTIES & RESPONSIBILITIES AND RELATED ISSUES**

1. The Agency/contractor shall be responsible for all cleaning/Housekeeping services and the safeguard of the property, both movable and immovable of the University in office.
2. The Agency will indemnify the property of the University against theft, loss, pilferage and fire from the areas entrusted to its control and shall be responsible for all such losses
3. Daily list of Supervisors and Workers on duty should be provided to the University.
4. The University reserves the right to increase or decrease the number of Housekeeping staff deployed as per need, without assigning any reasons. The contractor shall be under obligation to provide the additional manpower.
5. Changing of Supervisor/Workers should be intimated in writing to the Registrar in advance. Non –compliance will invite a penalty of Rs. 500/-, an each occasion. In the event of frequent non-compliance, the University shall be at liberty to terminate the contract.

### **XIV. PAYMENT CONDITIONS**

1. The bidder/contractor shall make the payment to its employees as per the minimum wages act from time to time. The payment to contractual employees shall have to be made by cheque in the presence of the University's representative. The payment to the contractual employees should be made latest by the 7th day of the month, following the month for which wages are to be paid. The payment of statutory contributions like those pertaining to EPF and ESI should be made to the



concerned authority within the prescribed time-limit. After making the payment to the contractual employees, the contractor shall submit the bill to Nalanda University latest by the 15<sup>th</sup> day of the month following the month for which wages are paid along with the details in **Annexure C**. The University shall make payment to the contractor as far as possible within ten days of the receipt of the bill complete in all respects. If the contractor fails to make the payment by the date mentioned here, the University shall be at liberty to itself make the payment to the workers (including supervisors). In that case the University shall make deduction of the amount paid to the workers from the bill or other dues of the contractor.

2. It shall be the duty of the contractor to get EPF and ESI code number allotted to the employees and deposit the employees' contribution along with the employer's contribution within the prescribed time limit. If the contractor fails to remit employee/employer's contribution towards EPF and ESI within the stipulated time, the University shall be at liberty to cancel the contract.

3. University shall not be responsible for any penalty imposed by any Govt. departments. However, if any penalty is imposed on the University or its officer(s) or the University is directed to make any payment, by any Govt. authority including the Labour Authorities, due to non-compliance by the contractor with any provisions of the law, the amount of the penalty plus 10% of the penalty as a administrative charge shall be recovered from the bills, EMD and/or performance security submitted by the contractor.

4. The agency shall submit to the University copies of returns submitted to the ESIC/EPFO from time to time. Agency should open a separate bank account of all staff with ATM card for making wage payment and they should furnish the proof at the time of submitting monthly bill to Nalanda University.

5. If as a result of post audit any overpayment is detected to the contractor, it shall be recovered by the University from the bills, EMD and/or performance security. etc. The contractor shall also be under obligation to refund to the University any amount received from the University, which is found to be an overpayment, by the audit, within 15 days of the receipt of communication of the University demanding the refund.

6. The University will deduct T.D.S. from the monthly payment made to the agency as per rules.

## **XV. PROCEDURE OF BID SUBMISSION**

1. The earnest money and the e-tender processing fee in the prescribed form shall be placed in a sealed envelope and the envelope shall be super scribed as **“Envelop 1: EARNEST MONEY & E-TENDER PROCESSING FEE”**. **The bidder should complete the technical bid in Annexure A and attach all the prescribed documents. All these documents shall be kept in a sealed envelope super scribed as “Envelop 2: TECHNICAL BID”**.
2. **The price bid shall be kept inside another sealed envelope super scribed as “Envelop 3: PRICE BID”**.
3. **All such envelopes should be kept inside a large sealed envelope and shall be dropped in the Tender Box kept at reception of Interim Campus of Nalanda University, Chabillapur Road ,Rajgir, Dist Nalanda, Bihar latest by 3 PM on 23.07.16. No Bid will be accepted after the above date and time.**

4. The tenders will be downloaded and opened by the committee at **3.30 PM on 23.07.16** in the presence of available bidder or their Representatives. The entry will be allowed only on display of valid I-card of the agency.

## **XVI. DISPUTE RESOLUTION**

1. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorised representatives of both the parties. However, if the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Registrar, Nalanda University.
2. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
3. The cost of Arbitration shall be borne by the respective parties in equal proportion. During the pendency of the arbitration proceedings and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Nalanda University, Rajgir only.

## **XVII. JURISDICTION OF COURT**

The courts at Bihar Sharif, District- Nalanda shall have the exclusive jurisdiction to try all disputes, if any, arising out of the agreement between the parties.

## **XVIII. BRIEFING TO SUCCESSFUL BIDDER**

On acceptance of the offer, the contractor will be invited for detailed briefing by the Nalanda University.

## **XVIX. SELECTION OF THE AGENCY FOR ANNUAL CONTRACT OF HOUSEKEEPING SERVICES IN INTERIM CAMPUS OF NALANDA UNIVERSITY.**

- a. While selecting the contractor, due consideration will be given to Work experience Certificates and Site visit report submitted by the Committee constituted by Nalanda University.
- b. **The final selection of the agency would be made after taking into account all relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfillment of provisions of labour laws with past contract and other terms and conditions specified in the Bid Document. Mere Lowest rate is not the sole criterion of selection. Nalanda University Rajgir is not bound to accept the lowest rate(s).**
- c. **The University will appreciate if a bidder proposes to charge a reasonable sum as service charges. But the non-payment of prescribed minimum wages and the statutory dues is not acceptable to the University. The firms which do not believe in paying the**

**prescribed minimum wages to employees and complying with the statutory requirements like the payment of EPF/ESI contribution etc. need not submit Bid.**

- d. Tender submitted by the bidders will be examined by the University Technical Evaluation Committee. Further Site visit committee of the University will visit the present site of technically qualified bidders. The site visit committee will examine the performance of the present site of technically qualified bidder towards compliance of ESI, EPF, Minimum wages, Uniform, security tools etc. and performance of work at site. Price bids will be opened of only those bidders whose present site of the contract will be found satisfactory by the site visit committee of the University.**

**(Note: - All the interested bidders are requested to be present at the pre bid meeting to be held on 08.07.2016 at 11 AM at Nalanda University, Rajgir for their query, if any in the matter)**

**ANNEXURE- A**

**TECHNICAL BID FOR ANNUAL CONTRACT OF HOUSEKEEPING SERVICES**

Sl. No	Documents	Yes/No	Page No.
1	Earnest Money Deposit of <b>Rs.1,70,000/- (Rupees in one lakh Seventy thousand only)</b> in the form of DD issued by any scheduled commercial bank in favour of Nalanda University valid for 90 days period.		
2	A demand draft/Bankers Cheque for <b>Rs.3000/- (Three thousand only)</b> drawn in favour of Nalanda University payable at Rajgir.		
3	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/ Partners also.		
4	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last three financial year		
5	Self attested copy of Service Tax Registration No		
6	Self attested copy of valid Registration number of the firm/agency		
7	Self attested copy of valid Provident Fund Registration number.		
8	Self attested copy of valid ESI Registration No		
9	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.		
10	Proof of experiences of last three financial years along with satisfactory performance certificates from the concerned employers		
11	Annual turnover of <b>one crore</b> of each year in the previous three years supported by self attested copies audited balance sheet and Receipts and Payments Account		
12	Proof of latest Licence to engage in the business of Housekeeping Agency under Regulation Rules from Govt. of Bihar		
13	Price bid in Annexure B along with Annexure D, completed & sealed in separate envelope		
14	List of Arbitration cases/Court case (if applicable). <b>Do not leave it blank. If there are no such cases, write "Not Applicable"</b>		
15	Undertaking of the agency confirming the availability of adequate manpower with requisite qualification and experience.		
16	Undertaking by the bidder to the effect that there is no Police case pending against the propitiator/firm/parties relating to previous service contracts.		
17	<b>Annexure-I</b> , duly filled in		
18	Copy of self attested certification of ISO		
19	Duly notarized affidavit, stating on oath that the agency has not been blacklisted		

Signature of the authorized representative of Bidder  
Name of the authorized representative of the bidder \_\_\_\_\_  
Name and Address of the Bidder \_\_\_\_\_  
Email Id/ Phone Number:-

## ANNEXURE-I

### Nalanda University

Details of other organizations where such contracts undertaken during last three years (enclose supporting documents).

Sl. No.	Name & Address of the organization, contact No.	No. of personnel supplied. Period of contract	Whether Govt./Semi Govt./Autonomous body/PSU/Private. (please specify)	Amount of contract
1				
2				
3				
4				
5				

Reason for termination (if any)

- 1.
- 2.
- 3.

Signature of the authorized representative of the Bidder.

Email Id/ Phone Number:-

## Annexure- B

### Pro- format of PRICE BID for contract of Housekeeping Services for Nalanda University Rajgir

1	Salary to workers (Unskilled) and Supervisors (Semiskilled) Manager(Highly skilled)  Workers-64 Supervisors-4 Manager- 1	As per the minimum wages prescribed for Govt. of Bihar from time to time.  <b>Manager (Housekeeping) will be paid additional amount of Rs. One thousand as maintenance charge</b>
2	Employer's Contribution towards EPF and ESIC	As prescribed by the Govt. from time to time
3	Service Tax	As prescribed by the Govt. from time to time
4	Bonus	As prescribed in the relevant law
5	Cost of material (as mentioned in <b>Annexure D</b> ) per month (in rupees)	
6	Contractor's Service Charge per month (in rupees)	
7	Charges for the deployment of Housekeeping tools (in rupees)	

**\* Comparative statement of tender will be made after considering the figure filled at serial number 5 to 7 only**

Signature of the authorized representative of Bidder

Name of the authorized representative of the Bidder \_\_\_\_\_

Name and Address of the Bidder \_\_\_\_\_

Date:

Place:

Email Id/ Phone Number:-

## Annexure II

AN AGREEMENT made on day of \_\_\_\_\_ two thousand Sixteen

BETWEEN

(Hereinafter called the contractor, which expression shall include its proprietor, partners, heirs, executors, administrators, legal representatives, successors and assignees) of the one part AND the **NALANDA UNIVERSITY** (hereinafter called the University, which expression shall include its successors and assignees) of the other part.

Whereas the University had invited Bids outsourcing the Housekeeping services; vide its Bid Document No., which shall be deemed to be a part of this agreement;

Whereas the contractor submitted its Bid dated, a copy of the price bid, submitted by the contractor, is annexed hereto as Annexure;

Whereas the University has accepted the Bid submitted by the contractor, on the terms and conditions mentioned in the University's said Bid Document and conveyed its acceptance to the contractor; vide its letter No. dated, which shall be deemed to be a part of this agreement;

Whereas the contractor is agreeable to the terms and conditions mentioned in the University's said Bid document;

Whereas the contractor undertakes to comply with all relevant laws like Contract Labour (Regulation and Abolition) Act, 1970; Employees' State Insurance and Miscellaneous Provisions Act, 1952; Employees' State Insurance Act, 1948; Minimum Wages Act, 1948; Payment of Bonus Act, 1972; Payment of Wages Act, 1936; Income Tax Act etc. and to indemnify the University from the contractor's acts of omission or commission, as regards the compliance with the relevant laws;

Whereas the contractor declares that he/she/it shall own all responsibility for any act of omission or commission, as regards the compliance with the relevant laws;

AND WHEREAS the University is agreeable to make necessary payment to the Contractor, at the rates mentioned in the Annexure annexed hereto and as per the terms and conditions mentioned in the University's said Bid Document;

In WITNESS whereof Shri (name), (designation), the authorized representative of the contractor, for and on behalf of the contractor, has hereunto set his hand and ..... for and on behalf of the University has hereunto set his hand.

(Signature of the authorized representative of the Contractor)  
Name and designation of the contractor's representative

In the presence of

1

2

(Signature of witnesses with full name and full address)

Registrar  
for and on behalf of the University

In the presence of

1

2

(Signature of witnesses with full name and full address)



**Details of employees to be furnished along with the bill**

Sr. No.	Name of the employee	EPF No./ESI Code No	Monthly Wages paid	Employer's EPF contribution	Employer's ESI Contribution	Total	Bank Name	Bank No	A/c
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
11.									
12.									
13.									
14.									
15.									
16.									

Signature of the authorized representative of the contractor

## Annexure D

**Supply of Material required in one month for Housekeeping services in the University. The payment will be made to the agency as per actual delivery of the material to the University.**

Sl.No.	Description	Unit	Qty	Rate	Amount
1	White Phenyl	Ltr	100		
2	Black Phenyl	Ltr	50		
3	Green handwash	Ltr	50		
4	Tipole	Ltr	50		
5	Odonil	No	80		
6	Plastic Juna	No	50		
7	Vim Powder	Kg	35		
8	Floor duster	No.	60		
9	Colin	Bottle (500 ml)	30		
10	Naphthalene ball	Kg	03		
11	Room freshener	Bottle (100 ml)	30		
12	Urinal Cubes	Pkt	30		
13	Harpic	Bottle	30		
14	Yellow duster	No.	30		
15	White duster	No.	50		
16	Dettol liquid (handwash)	Bottle (200 ml)	15		
17	Dettol liquid (handwash)	One litre refill pack	10		
18	Finit	Ltr	05		
19	Black Polythene(10 Kg capacity)	Kg	05		
20	Black Polythene(20 Kg capacity)	Kg	05		
21	Road broom	Kg	15		
22	Broom phool	No.	30		

23	Nariyal broom	No.	15		
24	Steel Scrub	No.	20		
25	Toilet roll	No	50		
26	Bleaching Powder	Kg	05		
27	Thinner	Ltr	05		
28	Finit Pump	No.	10		
29	Drainage Pump	No.	10		
30	Wiper	No	20		
31	Plastic Bucket	No	20		
32	Green handwash	Ltr	50		
<b>Grand Total</b>					

**\* Grand total of unit cost will be taken for the purpose of Comparative Statement of Tender**

**Total Cost of the material per month Rs. \_\_\_\_\_**

**Total annual cost of the material Rs. \_\_\_\_\_**

Signature of the authorized representative of the contractor

Email Id/ Phone Number:-

**Note:-**

1. All the above material is required to delivered standard make in consultation of Nalanda University.
2. Shall be inspected by the Nalanda University, if substandard quality found, then the contractor has to replace the same material and a penalty of Rs. 500/- will also be imposed at each occasion.
3. Nalanda University reserves right to send the mentioned material it for quality testing, if required.

### **Form of Performance Security (Guarantee) Bank Guarantee Bond**

In consideration of the Nalanda University (hereinafter called "the Owner") having offered to accept the terms and conditions of the proposed agreement between.....and .....(hereinafter called "the

said Contractor(s)”) for the Services.....  
(herein after called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. ....(Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (herein after referred to as “the Bank”) hereby undertake to pay to the Owner an amount not exceeding Rs. .... (Rupees..... Only) on demand by the Owner.

2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only)

3. We, the said bank further undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till incharge of the services on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Owner. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry +-of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for.....(indicate the name of the Bank)