

**OFFICE OF THE DIRECTOR-CUM-PRINCIPAL
J N GOVT. ENGINEERING COLLEGE SUNDERNAGAR**

DISTT. MANDI (HP)

Website: www.jngec.ac.in

**TENDER DOCUMENT
FOR
PROVIDING SANITATION & CLEANING, GARDENING
ELECTRICAL AND PLUMBING SERVICES**

(For One year)

AT

J.N.GOVT. ENGINEERING COLLEGE SUNDERNAGAR

DISTT. HIMACHAL PRADESH

Telephone: 01907-267199, 267632, 267688

- | | |
|--|--|
| a) Last Date and Time for Acceptance of Tender | : 21/10/2020, 1:00 PM |
| b) Date and Time of Opening of Tender(Technical Bid) | : 21/10/2020, 3:00 PM |
| c) Date and Time of Opening of Tender(Financial Bid) | : 23/10/2020, 3:00PM |
| d) Place of Opening of Tender | :ConferenceHall
(Administrative Block)
J.N. Govt. Engg. College, Sundernagar
Distt. Mandi (H.P.)-175018 |
| e) Address for Communication | :Director-cum-Principal,
J.N. Govt. Engg. College, Sundernagar
Distt. Mandi (H.P.)-175018 |
| f) <i>Pre-bid conference</i> | :17/10/2020, 10:00 AM |

Cost of tender document: Rs.1000/- (One thousand only)

Start of sale: 08/10/2020

TENDER FORM
(Instructions to Bidders)

1. The bidders will furnish “**Pre-qualification Bid**” (**TECHNICAL BID**) and “**Financial Bid**” separately in two separate wax sealed covers contained in one big envelope superscripted with “Tender for Sanitation, Cleaning, gardening, electrical and plumbing services” and duly addressed to the Director-cum-Principal, J.N. Govt. Engg. College, Sundernagar Distt. Mandi (H.P.) for entering contract for one year starting (May be extended for two more years depending upon satisfactorily performance) from date of entering into contract for outsourcing the services of Sanitation and House Keeping. The “**Pre-qualification Bid**” should be supported by all the documents given in the check list and as per “**Eligibility Criteria**” given in the Tender Document. Only rates should be quoted in the “**Financial Bid**” as per enclosed “**Price Schedule**”.
2. The tenders not conforming to the essential requirements, as per check list (**Annexure-3**) will be rejected and no correspondence thereof shall be entertained whatsoever.
3. Price Bid (Financial bid) of only those bidders shall be opened who are found qualified at the Pre-qualification stage. The Financial Bid shall be opened as per the schedule date and mentioned in tender notice or on next working day if there is holiday or if full quorum of committee is not available due to some unavoidable circumstances after decision on Pre-qualification Bid.
4. The bidder should submit tender documents intact, without detaching any page or pages, duly filled and signed on each page of tender form.
5. The bidder may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm.
6. The bidders are required to produce an undertaking on stamp paper of Rs.50/- as per format given in **Annexure-2**.
7. The rates quoted by the bidder should be firm & valid up to Rate Running Contract Period.
8. The Director-cum-Principal, J.N. Govt. Engineering College Sundernagar, Distt. Mandi, (H.P.)-175018 reserves the right to accept or reject any or all the tenders without assigning any reasons.
9. The rates should be quoted in the enclosed “**Price Schedule**” (**Financial bid**) in figures and words without any overwriting, corrections, errors, omission etc. If there is a discrepancy in the rates between figure & words, the rate quoted in words will be taken as correct for the purpose of evaluation.
10. The tender document is not exchangeable to any other party.
11. The “**DECLARATION**” enclosed here with should be signed and stamped by the bidder and should be enclosed with the tender offer.

12. Conditional tender such as increase in wage rates, taxes or duties etc. to be charged extra will stand disqualified and will not be accepted.
13. The charges & wages should be in accordance with **H.P. Govt. Norms/Labour Commissioner Notifications**. Administrative charges and Taxes inclusive of material mentioned in tender document of service agency should be clearly mentioned in the bidding.
14. **Bid security** ₹ 25000.00 (₹ Twenty Five Thousand Only) in the shape of Accounts Payees Bank Draft or Fixed Deposit Receipt duly pledged in favour of the Director-cum-Principal, J.N. Govt. Engg. College Sundernagar Distt. Mandi (HP) should be furnished with tender. The bid security of unsuccessful bidder(s) shall be refunded to them and the bid security of successful bidders shall remain in the custody of the department till the completion of contract of outsourcing of services.
15. The successful bidder on award of the contract irrespective of his registration status shall have to deposit **Performance Security** for an amount of **10%** of the value of contract for one year in the form of a Fixed Deposit Receipt duly pledged in favour of the Director-cum-Principal J.N. Govt. Engg. College Sundernagar Distt. Mandi (HP). Performance security shall remain in the custody of college for a period of sixty days from the date of completion of contract to the best of satisfaction of institute.
16. The contract will be valid/awarded initially for a period of 1 (one) year. The contract may be extended for one more year and maximum up to 03 (Three) years by the Director-cum-Principal, J.N. Govt. Engg. College Sundernagar Distt. Mandi (HP) subject to satisfactory reports submitted by concerned officer- in-charge and no complaints in this regard are received either from students, faculty or staff of this college. The service provider has no right for seeking extension in services beyond one year. Extension is purely the prerogative of college authorities.
17. Bid security / Performance Security is liable to be “Forfeited” as the case may be, if the bidder:-
 - a) Withdraws tender offer before finalization of the same.
 - b) Fails to accept the tender offer, if his/ their tender is accepted.
 - c) Fails to pay security deposit within stipulated time limit.
 - d) Fails to execute the agreement within stipulated time limit.
 - e) Fails to carry out the work with satisfactory grading or without complaints.
 - f) Fails to pay minimum wages and admissible EPF to the outsourced workers in time.
18. Submission of tender in response to this tender notice along with acceptance thereof by the institute will form “**VALID CONTRACT**” and the conditions mentioned in the tender notice will be binding on the accepted tenderer/bidder.
19. The representative of the bidder should produce a letter of authority for attending tender opening on a letter duly signed and having seal of the firm.
20. The tenders received after due date and time will not be accepted.
21. **Eligibility of Bidders (Essential conditions):-** The bidders are required to produce following documents with the “**Pre-qualification Bid**” (**Technical Bid**) to qualify for financial bid:-
 - a) copy of Registration of firm
 - b) copy of labour license under Contract labor Act.

- c) Provident Fund Account Number along with last inspection report.
 - d) PAN Number Document.
 - e) Copy of Income Tax Return of last three years of the firm.
 - f) ESI No. along with last inspection report.
 - g) Certified copies of balance sheets showing that annual financial turnover not less than Rs.50 lacs.(Rs. Fifty Lacs only).per year for the last three years.
 - h) Certificate, of minimum 03 year experience of providing required services as mentioned in the tender document from Head of Institution.
 - i) Latest satisfactory performance certificate from head of the institution not more than 15 days old. In case of the existing contractor/firm of this institution, the satisfactory performance certificate from Director-cum-Principal, JNGEC Sundernagar shall only be considered.
 - j) The firm must have registered office in the State of Himachal Pradesh.
 - k) TIN No. /GST number of the firm.
 - l) EMD and tender cost.
22. The bidder/ agency will be liable to provide the services as described in the tender notice. The Director-cum-Principal, J.N. Govt. Engg. College Sundernagar Distt. Mandi (HP) reserves the right to obtain services of agency staff required anywhere else from any Government Department/ approved source without prejudice to this contract. The Director-cum-Principal further reserves the right to negotiate with any of the bidders/ agency and award parallel contract to any or all of the participating bidders/agency.
23. That the contractor shall not engage any sub-contractor or sublet / transfer the contract to any other agency/person in any manner.
24. The Administrative charges claimed by the tenderer must be reasonable in view of the GST TDS, TDS and material charges and the committee will have full right to reject the tender of any firm/party claiming unrealistic administrative charges.
25. Pre-bid conference shall be held on _____ in order to clarify any points related with the clauses or scope of work/ services to be performed under the contract.
26. The bidder shall provide the workers whose age shall be above 18 years upto maximum 58 years.
27. The bidder/contractor shall provide an affidavit on Rs.50/- stamp paper declaring that
- a) No labor court case/criminal/income tax/blacklisting case is pending against the firm.
 - b) NO EPF or Wages arrear is pending for payment in respect of its employees in any institution of the State.
28. In case your organization employs more than 20 employees, same should fulfill PF & ESI requirements.
29. While all efforts have been made to avoid errors in the drafting of the tender documents, the bidder is advised to check it carefully. No claim on account of any errors detected in the tender documents shall be entertained

Read and accepted

Signature of the Bidder

PROFILE OF BIDDER

1.	Postal Address with Tel. No.	
2.	Fax Nos., E-mail	
3.	Name, Designation, Address and Telephone No. of Authorized person of Firm/agency to deal with	
4.	Date of Establishment of Business/Ownership (Single or Partnership)	
5.	PAN No.	
6.	TIN No. of the firm (GST Number)	
7.	TAN No. of the firm	
8.	EPF Code No. of the firm	
9.	ESI Code No. of the firm	
10.	Attach Proof of Turnover (last three years)	
11.	Agency's License No. along with Certificate	
12.	Experience (Details of Sanitation and House Keeping Services being provided by you (Client Name) attach proof to support the case.	
13.	Confirm your organization employs: a) 20 or more than 20 employees or b) Less than 20 employees	
14.	In case your organization employs more than 20 employees, same should fulfill PF & ESI requirements. a) Employees Provident Fund Registration No.(issued by competitive authority) b) ESI Registration No.(issued by competitive authority)	

I/We certify that the above information is true and correct to the best of our knowledge and belief.

Signature of the Bidder/Agency

Name of the Bidder/Agency along with Seal of the Agency

“DECLARATION”

“I / we hereby declare that I / we have carefully gone through the terms and conditions of Contract & Tender Document Bid invited vide letter No. _____ in detail and agreed to the rates submitted by me / us in the Rate Sheet attached in price bid and I / we agree in full”:-

1) Signature of the party: _____
(Full Name in block letters)

Capacity in which offer is signed: _____
(Rubber stamp is required)

2) Full Address : _____

Telephone Number (O) :
(R) :

PARTICULARS OF BID SECURITY

FDR No. / Demand Draft No. _____ dated _____ for
Rs. _____ Bank _____ Branch _____

Shall be included in Pre-Qualification bid.

PARTICULARS OF TENDER COST

Demand Draft No. _____ dated _____ for
Rs. _____ Bank _____ Branch _____

Shall be included in Pre-Qualification bid.

Signature of the Bidder
Or the Authorized Signatory & Seal

DIRECTOR-CUM-PRINCIPAL
J.N. GOVT. ENGINEERING COLLEGE SUNDERNAGAR
DISTT. HIMACHALPRADESH

FORMAT FOR PROVIDING UNDERTAKING
(TO BE SUBMITTED ON A STAMP PAPER OF Rs.50/-)

1. I, (Name) the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them fully.
2. The rates quoted by me are valid and binding upon me for the entire period of the contract.
3. I, the undersigned hereby bind myself to college for providing manpower to the college as per requirement for the period of contract.
4. I will be wholly responsible for providing manpower as per tender notice and to provide alternative in case of absence of persons already deployed.
5. The agency shall be solely responsible for all the service matters of its employees regarding timely payment of wages and EPF, ESI (if applicable) related requirement and leave including maternity leave etc. The agency shall also be responsible for obtaining all statutory requirements and compliance of various provisions of Labour Laws and shall adhere to the provisions of Minimum Wages Act and the agency shall also responsible for the provisions of latest workmen Compensation Act for rendering its services through hired persons. Any violation in this regard would attract the termination of the contract. The claim (if any) arising thereof due to aforesaid acts will be dealt by the agency only.
6. The agency shall also ensure the safety of college property. In case of damage to any equipment/property due to delinquency/negligence of the agency staff, the same would be replaced at the cost of agency. The decision of college shall be final in this regard.
7. In case of any lapse on my part or on my staff, the college authorities may cancel my contract and can award the work to another agency and the costs difference may be recovered from me and my security deposit will be forfeited in such case.
8. The decision of the Director-cum-Principal, J.N. Govt. Engineering College, shall be final and binding upon me in all matters.
9. In case of any legal dispute the jurisdiction of the case will be Himachal Pradesh only.

Date:

Signature of the Bidder
Seal of the agency

**DIRECTOR-CUM-PRINCIPAL
J.N. GOVT. ENGINEERING COLLEGE SUNDERNAGAR
DISTT. HIMACHALPRADESH**

CHECK LIST OF THE DOCUMENTS TO BE ATTACHED WITH PRE-QUALIFICATION (TECHNICAL BID) BID

Please mark (√) Yes or No

1.	Registration No. of the firm (Profile attached)	Yes	No
2.	TAN of the firm or agency with Name, Designation	Yes	No
3.	Address and details regarding whether the bidder is sole proprietor / partnership Firm	Yes	No
4.	TIN No. of the Firm (GST Number)	Yes	No
5.	PAN Number of the Firm	Yes	No
6.	Experience (Details of Sanitation and House Keeping Services being provided by you (Client Name) proof attached.		
7.	Copy of Income Tax Return of the firm for the last three years, balance sheet for last three years or any suitable proof of annual turnover.	Yes	No
8.	Provident Fund Account Number of the firm issued by competent authority.	Yes	No
9.	ESI registration no. issued by competent authority (if applicable).	Yes	No
10.	Contract License issued by the competent authority	Yes	No
11.	Bid security and tender cost attached or not.	Yes	No
12.	An affidavit on Rs. 50/- stamp paper as per annexure-2 attached	Yes	No
13.	Declaration as per Annexure-1	Yes	No
14.	An affidavit on Rs. 50/- stamp paper stating that no criminal/income tax/blacklisting case/discrepancy related to payment, labour issue is pending against the firm.	Yes	No

Name, Address and Signature of the Bidder/Agency

Duties of Sanitation And House Keeping Workers (Sweeper-Cum-Peon)

1. Cleaning of toilets.
2. Cleaning and sweeping of corridors.
3. Cleaning and sweeping of staircase.
4. Cleaning and sweeping of common area(s).
5. Cleaning and sweeping of the surrounding area of the building.
6. Roof web cleaning.
7. Any other work of sanitation nature.
8. Cleaning and sweeping of all floors.
9. Moping of floors with floor dusters.
10. Cleaning and washing of sanitary wares.
11. Cleaning of glass-panes.
12. Removal of cob-webs.
13. Removal of bee/wasp hives as and when reported or observed by their staff and their staff.
14. Special polishing of floors.
15. Vacuum cleaning.
16. Removal of posters/leaflets pasted anywhere in the college campus as and when required by the authorities.
17. Cleaning of glasses and grills.
18. Any other sanitation work assigned by the Principal Employer or Director-Cum-Principal, J.N. Govt. Engg. College Sundernagar Distt. Mandi (HP).
19. Clearance of garbage to a designated place and clearance of biomedical waste as per the prescribed norms.
20. All toilets are to be equipped with liquid soap, odonil and naphthalene balls or other hygiene products to maintain a hygienic atmosphere.
21. The hired agency shall provide following material:

LIST OF MATERIAL TO BE PROVIDED BY THE BIDDER

Sr. No.	Nomenclature	Approved Make
1.	Soft Broom minimum weight 400 Gm each	Ashish/Maxo Clean/ Saroj etc.
2.	Coconut Broom Packing weight 400 Gm each	Minimum length of each string not less than 42 Inches etc.
3.	Wiper with 18 Inches wide rubber and 4 Ft wide Handle	Unique Supreme/ Unique 2000/ Renuka etc.
4.	Gloves Rubber (heavy duty)	Kiwi/Amol/Duckback etc.
5.	Steel Wool Pkt of 50 Gm	Jagmag/Gala etc.
6.	Plastic Scrubber	Good Quality etc.
7.	Floor Duster	Size 25X25 cm, Weight 190 Gms
8.	Toilet Brush with three side bristle and 15 Inches long handle	Unique Double action/Big Boss/ Priyanka etc.
9.	Dry Mop 4ft wide with micro fiber cloth with anodized aluminum handle	Unger/Eureka Forbes etc.
10.	String Mop 3.5 loop end with anodized aluminum handle with microfiber cloth	Unger/Eureka Forbes etc.
11.	Black Buckets for wet mopping to each Sweeper-cum-peon	Milton/Brite/Cello/Nilkamal/ Sintex etc.
12.	Raw material like phenyl, liquid cleaner (hygiene products) for wet mopping , toilet hygiene products like harpic, odonil-2*, liquid soap-1*, naphthalene balls – 20* etc. for maintaining all toilets in below mentioned blocks	To be provided in sufficient quantity and supervisor to make sure that toilets are not running without these items at any point of time.

**quantity per toilet*

Note: The above material should be provided in sufficient quantity by the bidder for carrying out sanitation work of A, B, C, D and E blocks.

**DIRECTOR-CUM-PRINCIPAL
J.N.GOV'T. ENGINEERING COLLEGE SUNDERNAGAR
DISTT. SUNDERNAGAR HIMACHAL PRADESH**

PRICE SCHEDULE / FINANCIAL BID

(WHILE FILLING UP THIS SCHEDULE THE BIDDERS ARE REQUESTED TO GO THROUGH THE COLUMNS OF THE TENDER FORM, CONDITIONS DETAILED THEREIN AND THE TERMS AND CONDITIONS OF THE NOTICE INVITING TENDER.)

From:

To

**THE DIRECTOR-CUM-PRINCIPAL
J.N. GOV'T. ENGINEERING COLLEGE
SUNDERNAGAR DISTT. MANDI (HP)**

Subject:- Rates quoted for Outsourcing of Sanitation & Cleaning, Gardening and Plumbing Services.

Minimum wages (as per H.P. Govt. Notification) in the different manpower category (shown below) in rupees (A)		EPF Employee contribution as per Govt. rates	EPF Employer contribution as per Govt. rates (B)	Administrative/Service Charges (Inclusive of material cost, keeping of supervisor for monitoring and all taxes like GST etc.) per month % of (A+ B)= C	
				%	Amount Rs. in figure
Sanitation and cleaning (Sweeper-cum-Peon)					
Electrician					
Plumber					
Mali cum Peon					
Total					

Bidder has to quote minimum wages as per latest notification of Finance Department/Labour Department of H.P. Govt. Since A, B (as shown above) are fixed therefore C ie Administrative charges shall be the criterion for evaluation.

Tentative 09 sweeper-cum-peon, 01 electrician, 01 plumber and 01 Mali-cum-peon is required for A, B, C, D and E Block of the institute.

The demand of staff may increase or decrease as per requirement of college authorities during contractual period and the bidder will have binding to supply additional requirement within fifteen days of issuing of demand note on accepted terms and conditions.

****Note: to be read carefully**

- a) Employees' contribution of EPF and ESIC shall be deducted from the salary of employees and the same along with employer's contribution of EPF will be deposited by the contractor in their respective EPF/ESIC accounts. The details of EPF contributions in respect of their deployed staff paid by contractor shall be submitted by the Contractor to Client every month along-with the bill.
- b) All the columns shall be clearly filled in ink legibly or typed. The bidder should quote the, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the bidder shall disqualify the tender. The bidder shall take care that the rates and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
- c) Total Consolidated monthly amount (including Minimum Wages, ESIC, EPF etc.) should be quoted by the bidder. The material cost will be borne by the bidder and will be covered Administrative/Service Charges. It shall also include cost of training and uniform as it will be mandatory for all the employees of the agency to daily wear the uniform, Supervisor of Company/Agency etc for monitoring of all staff members hired.
- d) Payments shall be made by the Client as per the terms and conditions of the Tender Document.
- e) Prices shall be valid for a period of one year. However, on revision of minimum wages, Contractor may request in writing for enhancement of minimum wages accordingly to the Client, which shall be considered and agree, if found reasonable by the Client.
- f) The quoted consolidated monthly amount prices shall be inclusive of all charges including our contribution towards ESI, EPF. The collection of waste material and garbage bags are to be provided by the qualified firm.
- g) The prices in the Price Schedule shall be inclusive 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. Hence all bidders must quote Administrative/Service Charges considering all the tender conditions carefully

Signature of the Bidder/Firm with Seal

TERMS & CONDITIONS OF AGREEMENT

1. This agreement is to last from _____ to _____ but in the event of any breach of the agreement at any time on the part of the Agency/ contractor, the contract may be terminated summarily by the Director-cum-Principal, J.N. Govt. Engineering College Sundernagar, Distt. Mandi, (H.P.) without compensation to the contractor.
2. In the event of quotations being submitted by a firm, the same may be required to produce documentary evidence in token of their ownership or partnership or authority to sign on behalf of registered firm. Any change in the constitution of the firm shall be notified forthwith by the Agency in writing to the Authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.
3. The agency will be liable to provide the services as described in the tender notice. The Director-cum-Principal, J.N. Govt. Engg. College Sundernagar, Distt. Mandi (H.P.) reserves the right to obtain services for contracted posts required anywhere else when available from any Government department/approved source without prejudice to this contract. The Director-cum-Principal further reserves the right to negotiate with any of the bidders/agency and award parallel contract to any or all of the participating bidders/agency.
4. The agency shall have to provide services on the places given as under:-

Name of the work area	Remarks
J.N. GOVT. ENGINEERING COLLEGE SUNDERNAGAR DISTT. MANDI (HP) Consisting of five blocks namely A, B, C D and E blocks in addition to open space of college premises.	Contractor/agency has to collect and dispose of all the garbage lying in the college premises. (Inside & outside the building).

5. DESCRIPTION OF SERVICES

5.1 SANITATION/ CLEANINGWORKERS:-

DUTIES OF SANITATION WORKERS (Also See Annexure-4)

(Sweeper-cum-Peon 09 Nos.)

- a) To perform the duty of sweeper.
- b) Cleaning and sweeping of the mentioned places using liquid cleaner (hygiene products) and dry/ wet mopping with phenyl etc.
- c) Cleaning /Sweeping of all toilets.
- d) Dusting of all windows, doors, grills, walls etc.
- e) Any other duty assigned by the officer In-charge related to sanitation and cleaning and any other work in capacity of peon.

5.2 GARDENERS (MALI) (1No.):-

DUTIES AND RESPONSIBILITIES OF GARDNER (MALI):-

- a) The Gardner should be well versed with the maintenance of the green area/lawns and should have working knowledge of the seasonal flowers and plants.
- b) He shall be responsible for irrigating, cutting of grass, making beds, planting the flowers and general keep up of the green areas.
- c) Any other duty assigned by the Officer In-charge in capacity of peon.

5.3 PLUMBER:- (1No.)

DUTIES AND RESPONSIBILITIES OF PLUMBER:-

The Plumber deputed to this College should be fully trained in his respective field. Experience certificate in each case should be provided by successful bidder. College would allow only the skilled worker to maintain/repair the system, fixtures and fittings. He should have a valid diploma/certificate in plumbing.

5.4 ELECTRICIAN :- (1No.)

DUTIES AND RESPONSIBILITIES OF ELECTRICIAN:-

The Electrician deputed to this College should be fully trained in his respective field. Experience certificate in each case should be provided by successful bidder. College would allow only the skilled worker to maintain/repair the various electrical systems. He should have a valid diploma/certificate which would enable him to work as Electrician.

6. OTHER TERMS & CONDITIONS

- a) The principle Employer or Director-Cum-Principal, JNGEC Sundernagar Distt. Mandi (HP) reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality Principal Employer further reserves the right to get the work done from open market or through some other agencies. Agency/Contractor will be blacklisted in the department for a period of 4 years from participating in such type of tender & his earnest money/security deposit may also be forfeited.
- b) Deployment of manpower by the agency shall be as directed by the college.
- c) The agency shall certify that they have verified the credentials of persons being deployed for the job against this contract. And they shall ensure medical fitness and police verification of all their staff.
- d) **Contract Amount:** No increase shall be asked for or admissible in the amount of contract for the entire period of the contract without revision of minimum wages and EPF clause

by Government.

- e) The prospective contractor/bidder is allowed to inspect the work area of the premises before submitting bid on pre-bid conference day.
- f) The department shall not be liable to provide any sort of accommodation to the staff deployed by the contractor and no cooking/lodging will be allowed in the premises of the department at anytime.
- g) If any complaint of misbehavior and misconduct by any of the staff of the agency comes to the knowledge of the Principal Employer then all such responsibility shall be of the contractor and any loss due to negligence or mishandling by the sanitary staff, the contractor shall himself be responsible to make good for the losses so suffered by the institute.
- h) The institute will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the institute recognizes no employer-employee relationship between the institute and the personnel deployed by contractor.
- i) The every worker engaged in sanitary services shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioned on the same, the name and designation of the worker provided by the contractor at his own cost and also carry identity card.
- j) In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or other indiscipline activities, the contractor shall replace such person with a suitable substitute at the direction of the Institute.
- k) The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the department or do anything which may cause unnecessary disturbance or inconvenience to others working staff/Students there as well as to the general public in the Institute.
- l) About 30% of the sanitary workers should be female.
- m) The services of Gardeners and plumber should be available from 08.30 AM to 04:30 PM.
- n) The timings of sanitation staffs are to be adjusted in such a way that that the classrooms are cleaned before the start of the class of the students.
- o) The outsourced persons can be engaged on the similar kind of duty to be performed as deemed to be fit and found suitable by the Director/Principal.

7. PAYMENT PROCEDURE

- a) The Agency shall submit the pre-receipted bill in original in the name of the “Director-cum- Principal, J.N. Govt. Engineering College, Sundernagar Distt. Mandi, (HP)” on last day of every month. The claim of monthly payment must be supported with the detail of payment released by the firm in favour of workers during the last month on the following format.

Name of worker and bank A/C No.	Monthly wages paid for last month	EPF (ES) Paid	EPF Employer share paid

- b) The prices in the Price Schedule shall include Minimum wages, EPF, ESIC, administrative/service charges and all applicable taxes or any other applicable taxes as may be levied by the Government from time-to-time.
- c) The administrative/service charges shall be valid for a period of three years. No price escalation, other than minimum wages revision and applicable taxes, shall be entertained by the Client during the period.
- d) After expiry of the initial period of the Contract of one year and extended period of two years and if the Contract is further renewed by the Client, the Contractor shall claim increase in the Contract cost (with at-least three months in advance) only on account of increase in the minimum wages and applicable taxes, as and when increased by the Government.
- e) Bills submitted shall be processed and amount will be released within 10 days. The delay if any shall be only exceptional and in unforeseen circumstances only.
- f) No advance payment of any kind will be made to the agency.
- g) Payment for services rendered shall be released to the Agency/Contractor by the College only after the services have been rendered as per contract. The contractor shall be responsible to make further payment to the person/staff engaged by him for rendering services and College shall not own any responsibility in this regard.
- h) The department will deduct Income Tax at Source under 194-C of the Income Tax act, 1961 from the contractor as applicable from time to time.

8. RESPONSIBILITIES OF THE AGENCY

- a) The agency shall ensure that all the jobs and complaints regarding unsatisfactory work are attended personally.
- b) The agency will provide appropriate numbers of workers/sweepers for carrying out the job.
- c) The agency shall be responsible for discipline of the staff working under it.
- d) If the agency staff members are found misbehaving with any of the staff members of College, the services of agency staff member concerned shall be dispensed with on the spot and it will be the responsibility of agency to provide replacement immediately.
- e) For successful implementation of the terms and conditions of this agreement, the staff deployed by the agency shall be subject to inspection by the Authorized Officers of the College.
- f) The agency shall also ensure the safety of college property. In case of damage to any equipment/property due to delinquency/negligence of the agency staff, the same would be replaced at the cost of agency. The decision of college shall be final in this regard.

- g) The agency shall be solely responsible for all the service matters of its employees, shall be responsible for all statutory requirement and compliance with various provisions of Labor Laws and shall abide by the provisions of Minimum Wages Act. Any violation in this regard would attract the termination of the contract. The provision of Workmen's compensation act will be solely on the service provider.
- h) The agency shall ensure that the staff deployed by it is well trained in the job for which deployed and is physically and mentally fit.
- i) College stands indemnified from any claim arising out of injury/ death of any staff posted by the agency in accordance with the fulfillment of this assignment. Such claims shall be the sole responsibility of the Agency. College will not be responsible for any claim of what so ever nature.
- j) It will be the responsibility of the agency to provide alternate in case of absence of the employee deployed by the agency due to illness or otherwise.
- k) The work has to be carried on all week days except holidays observed by the institute.
- l) The staff provided by the contractor/agency will have to remain present in the college from 08.30 AM to 04.30 PM (or as and when required) during all the working days.
- m) **The attendance and other relevant records shall be kept by the contractor at his own cost by the supervisor kept in place for maintaining proper discipline and monitoring of hired staff (tentatively 12 in nos.)** and be produced by him on demand to the Principal Employer or any officer deputed for this purpose by the Principal Employer as the contractor and his staff is under overall supervision of the Principal Employer.
- n) The contractor shall, for providing proper and hygienically sanitation services, ensure a daily report of its staff on duty and about their performance is furnished and submitted to officer in-charge appointed by the Institute.
- o) No smoking/drinking or consuming of alcohol will be allowed to the staff members of agency.
- p) Any specific sanitation task assigned to it by the Principal Employer or any officer authorized by him is to be carried out by him diligently and well in time.
- q) Before using any equipment/appliances or material and product of sanitation, the same has to be got approved Principal employer as no substandard material will not be allowed to use.

9. TERMINATION AND PENALTY

- a) The agreement can be terminable by either side on giving one month's notice.
- b) The agency shall be responsible for faithfully compliance of the terms and conditions of this agreement, failure of which will attract forfeiture of their performance security and earnest money, termination of agreement/contract and getting the work done through outside agency at their cost and risk during the remaining period of contract.
- c) The services provided by the agency in any particular month, if found unsatisfactory, the college shall be at liberty to deduct upto 25% of the monthly billed amount apart from taking such other action as contained in Para above.

10. GENERAL

- a) Even this agreement is entered into on this _____ day of _____, it is deemed to continue w.e.f. _____ for one year only. (Can be extended on satisfactory performance if deemed fit by college authorities as per tender condition) since the award of work has been made vide this office letter No. _____ dated .
- b) In the event of any dispute over interpretation of any of the clauses of this agreement or any part thereof or otherwise, the decision of by the Director-cum-Principal, J.N. Govt. Engineering College Sundernagar, Distt. Mandi, (H.P.) shall be final and binding on the agency.
- c) All disputes shall be settled within the jurisdiction of the Courts of state of Himachal Pradesh.
- d) The College shall continuously monitor the performance of the contract and in case of breach of any conditions of contract or failing, declining, neglecting or otherwise not executing the same in accordance with the terms of this agreement or if contractor/ agency or his agent/ servants being found guilty of negligence, fraud, loss to government property the agreement shall be liable to be terminated forthwith and the bid security and performance security shall be forfeited to government.

All notices required or permitted herewith shall be deemed to have been communicated on the date personally delivered, sent by fax transmission or upon delivery if mailed by certified mail to other party at their address set forth below.

If to the vendor to: M/S

If to the Director-cum-Principal, J.N. Govt. Engineering College Sundernagar, Distt. Mandi, (H.P.)

In witness whereof the duly authorized representatives of parties have signed on the day and year first herein before written:-

For and on behalf of:

For and on behalf of:
Director-cum-Principal,

M/s

J.N. Govt. Engineering College
Sundernagar, Distt. Mandi,(H.P.)

Signature with seal
In the presence of:-

Signature with seal

Witness 1:

Witness 1:

Witness 2:

Witness 2: